



Gary Community School Corporation
Doing What is Best for Students - Today - Tomorrow - Everyday

EMERGENCY MANAGER REPORT

DISTRESSED UNIT APPEALS BOARD (DUAB)

May 7, 2020

Prepared by



**Gary
Schools
Recovery, LLC**



Distressed Unit Appeals Board

Emergency Manager Report
Prepared by Gary Schools Recovery, LLC
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I.0 UPDATE ON GARY COMMUNITY SCHOOLS

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2.0 EES CONTRACT

EQUITABLE EDUCATION SOLUTIONS, LLC

2883 SHADOWS RUN LANE, CRAWFORDSVILLE, IN 47933

Consulting Agreement

This Consulting Contract is being entered into by Gary Community Schools (“the District”) and Equitable Education Solutions, LLC (“the Contractor”) on this ____ day of _____ 2020 (the “Effective Date”).

1. **Scope of Services, Compensation and Conditions for Payment:** The Contractor’s services, compensation and conditions for payment thereof shall be as set forth in the attached Schedule A. Schedule A may be amended if agreed to in writing by both parties and supplemented with a description of the specific modifications being made to the scope of services, any additional proposed compensation for the modified services to be rendered by the Contractor, and any proposed changes to the conditions for payment associated with such modified services.
2. **Term:** The term of this Agreement will begin on the Effective Date set forth above and is contemplated to continue through June 30, 2023 (the “Initial Term”) unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be extended beyond the Initial Term via mutual written consent of the parties.
3. **Expenses:** During the term of this Agreement, the Contractor shall bill and the District shall reimburse for all reasonable and approved out-of-pocket expenses incurred in connection with the performance of the duties hereunder, provided the Contractor receives written pre-approval from the District’s Emergency Manager to incur such expenses prior to the expenses being incurred by Contractor.
4. **Independent Contractor Relationship:** The Contractor’s relationship with the District will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of the Contractor’s compensation will be subject to withholding by the District for the payment of any social security, federal, state, or any other employee payroll taxes.
5. **Conflicts of Interest:** The Contractor represents that he is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this Agreement, the Contractor shall devote as much of his time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the District.
6. **Ownership of Work Product Prepared for Other School Corporations:** Throughout the span of this Agreement, the Contractor will provide the District with the Contractor’s work product that Contractor has created for other school districts the Contractor consults with (the “Contractor’s Work Product”). It is agreed upon that the Contractor’s Work Product will not

have any additional cost associated with it other than the compensation noted in Schedule A. It is also agreed upon that Contractor's Work Product is solely owned by the Contractor and the District has no right to the intellectual property, except the District shall have an irrevocable and non-exclusive license to use the Contractor's Work Product for internal District purposes. The District agrees the Contractor's Work Product will not be shared with any third party.

7. **Rights to Contracted Products Created for Gary Community Schools:** Work product created by the Contractor that is specifically about or for the District shall be the property of the District and shall be owned by the District, but the original template that the Contractor created prior to the template being adapted for the District remains the intellectual property of the Contractor.
8. **Nondisclosure:** The Contractor agrees to protect the confidentiality of any confidential material that it has access to and/or observes when consulting with the District, including but not limited to all personally identifiable information related to the District's students that is protected by the Federal Educational Rights & Privacy Act (the "FERPA"). The Contractor may use the confidential information, including but not limited to all confidential information protected under the FERPA, solely to perform consulting services under this Agreement for the benefit of the District. Upon the termination of this Agreement, the Contractor will return to the District all confidential material that is the property of the District, including but not limited to all FERPA protected information.
9. **Termination:** Either party may terminate this Agreement at any time for any reason upon providing 30 calendar days written notice to the non-terminating party; provided, however, this Agreement may be terminated immediately if a party breaches any term or condition of this Agreement and such breach has not been remedied within 10 calendar days from the date the non-breaching party notifies the breaching party in writing of the breach.
10. **Notice:** All notices, payments, requests, demands, instructions or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery if hand delivered or if mailed by registered or certified mail, postage prepaid, to the following designated representatives for each party:

Contact for District:

Dr. Paige McNulty
Emergency Manager
Gary Community Schools
900 Gerry Street
Gary, Indiana 46406

Contact for Contractor:

Michael Langevin
Chief Executive Officer
Equitable Education Solutions
2883 Shadows Run Lane

Crawfordsville, IN 47933

11. **Force Majeure:** In the event that the District or the Contractor is delayed, hindered in, or prevented from doing or performing any act related to this Agreement by reason of strikes, lock-outs, casualties, Acts of God, health pandemics, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays, and the doing or performing of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
12. **Indemnification:** If a party to this Agreement materially breaches any of its covenants contained in this Agreement (the "Breaching Party") and such material breach results in a third party claim or action being filed against the other party, then the Breaching Party agrees to defend and/or handle at its own cost and expense the third party claim or action brought against the other party, its officers, administrators, board members, directors, employees, representatives and agents (the "Indemnified Party") to the extent the claim or action is based upon or arises out of the material breach. The indemnification provided herein specifically excludes any claim or action that is caused by any act or omission of the Indemnified Party. The Indemnified Party shall promptly notify the Breaching Party of any such claim in writing and provide the Breaching Party with reasonable assistance, at the Breaching Party's expense, in connection with the defense and settlement of such claim and allow the Breaching Party sole control of the conduct of the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that: (i) no settlement or compromise that creates or establishes liability for the Indemnified Party shall be entered into or agreed to without the Indemnified Party's prior written approval and (ii) the Indemnified Party has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

In addition to the terms already set forth herein, each party agrees to indemnify and hold harmless the other party against all claims, demands, costs, expenses (including reasonable attorneys' fees), liabilities, and losses arising under this Agreement where such claims, demands, costs, expenses, liabilities, and losses are caused by negligent and/or willful acts or omissions of the indemnifying part.

13. **Publicity.** The Contractor shall not issue any press release or otherwise relay any information with respect to the District to the press or any other source without the prior, express written consent and mutual agreement of the District. The Contractor may with the District's written permission reference/use the District's name in the Contractor's marketing materials and for marketing purposes.

14. **Governing Law:** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Indiana. Each of these parties irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Lake County, Indiana, as applicable, for any matter and/or dispute arising out of or relating to this Agreement.

15. **Severability:** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as

possible the same effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

16. Assignment: Neither this Agreement nor any rights, duties or obligations under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, by either party without the prior express written consent of the other party. Any attempted assignment of rights, duties, or obligations hereunder, except in accordance with this Agreement, shall be null and void.

17. Third Parties: The parties do not intend, nor will any provision of this Agreement be so interpreted, to create any third-party beneficiary rights for any third party.

18. Conflicts: Neither party's undertakings under this Agreement conflict or contradict any undertakings or obligation under any other agreement or instrument to which it is a party, and each party shall carry out its obligations directly without delegating or sub-contracting the same to any third party.

19. Non-waiver: No failure or delay by either party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any other right or power, unless made in writing and signed by both parties.

20. Counterparts: This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Headings: The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed a part of this Agreement.

22. Entire Agreement: This Agreement, the Schedule(s) hereto, and the documents referenced herein, constitute the full and final expression of agreement between the parties with respect to the subject matter hereof and supersede all previous representations, agreements and understandings, whether written or oral, relating to the subject matter hereof. The Schedule(s) hereto is incorporated into this Agreement by this reference. In the event of a conflict between the terms of the main body of this Agreement and the terms of any Schedule, the terms of the main body of this Agreement shall prevail unless the main body of this Agreement defers to the terms in the Schedule or the relevant term in the Schedule expressly states that it is intended to override any contrary provision in the main body of this Agreement.

23. Amendments: This Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties.

24. Survival Beyond Termination: Sections 7, 8, 10, 12, 13 and 14 shall survive any termination of this Agreement.

This Agreement is executed by the authorized representatives of the parties as set forth below:

Equitable Education Solutions, LLC

Gary Community Schools

Michael Langevin, Ph. D.
Founder and CEO

Dr. Paige McNulty
Emergency Manager

Dated: _____

Dated: _____

Schedule A

Scope of Services and Compensation: The Contractor agrees to provide the following services listed below:

- SERVICE 1: Contractor will use its process for CSI schools to complete school improvement plans (“SIPs”) during each school year of the Initial Term of this Agreement for each of the nine buildings in the District, which SIPs will include an extensive comprehensive needs assessment, vision of excellence, goals and an implementation roadmap/professional development plan aligned to each SIP’s goals.* All SIPs prepared by Contractor shall comply with all Indiana State Standards and all other applicable laws and regulations. The total cost for Service 1 for the Initial Term of this Agreement is \$40,000 per school x 9 schools = \$360,000 total, which will be paid in accordance with the Conditions for Payment set forth below in this Schedule A for Service 1. SIPs for all nine buildings in the District shall be completed each school year during the Initial Term by no later than the following deadlines:
 - 2020-2021 school year: By no later than September 15, 2020
 - 2021-2022 school year: By no later than September 15, 2021
 - 2022-2023 school year: By no later than September 15, 2022
- SERVICE 2: During the 2020-2021 school year, Contractor shall provide 5 days of on-site training in the areas of EES Analytics usage, data systems, data talks and supporting principals in presenting data to school improvement teams. The training dates and times will be established by the Emergency Manager and communicated by the Emergency Manager to the Contractor. The total cost for this Service 2 is \$10,000, which will be paid in accordance with the Conditions for Payment set forth below in this Schedule A for Service 2.
- SERVICE 3: During the Initial Term of this Agreement, Contractor shall provide 15 days of on-site training with school leaders designated by the Emergency Manager on teacher evaluation, non-evaluative walkthroughs, and other needs and areas identified by the Emergency Manager to enhance core instruction. The training dates and times will be established by the Emergency Manager and communicated by the Emergency Manager to the Contractor. The total cost for this Service 3 is \$30,000, which will be paid in accordance with the Conditions for Payment set forth below in this Schedule A for Service 3.
- SERVICE 4: A 3 year subscription to EES Analytics to help schools with additional support in data systems and talks, data analysis, student group performance breakdown, as well as Title 1 Comprehensive Needs Assessments, CSI/TSI Needs Assessments, and PLC facilitation. During the Initial Term of this Agreement, the total cost for this Service 4 will be \$24,000 per school year, which will be paid in accordance with the Conditions for Payment set forth below in this Schedule A for Service 4. (3 school years x \$24,000 per school year = \$72,000 over the Initial Term).

It is understood by the District that any additional on-site days requested by the District (above the days listed above) will be at the Contractor’s going rate. This going rate will be discussed and agreed upon in writing by the parties prior to the additional services being provided by the Contractor.

Conditions for Payment: The District will pay for the services set forth above in accordance with the following terms and conditions:

SERVICE 1: The District will pay Contractor the total \$360,000 fee for Service 1 in three equal installments of \$120,000 in accordance with the following payment schedule:

Payment 1: Contractor will issue an invoice to the District in the sum of \$120,000 upon the parties fully executing this Agreement, and such invoice will be payable by the District no later than 45 days after receipt of the invoice.

Payment 2: Contractor will issue an invoice to the District in the sum of \$120,000 on or after August 1, 2021, and such invoice will be payable by the District no later than 45 days after receipt of the invoice.

Payment 3: Contractor will issue an invoice to the District in the sum of \$120,000 on or after August 1, 2022, and such invoice will be payable by the District no later than 45 days after receipt of the invoice.

SERVICE 2: The District will pay the Contractor the total of \$10,000 for Service 2 in equal installments of \$2,000 per training day (up to the maximum of 5 training days). After each day of training provided by Contractor in connection with Service 2, Contractor will send an invoice to the District for \$2,000 for such training day, and each invoice will be payable by the District no later than 45 days after receipt of each invoice.

SERVICE 3: The District will pay the Contractor the total of \$30,000 for Service 3 in equal installments of \$2,000 per training day (up to the maximum of 15 training days). After each day of training provided by Contractor in connection with Service 3, Contractor will send an invoice to the District for \$2,000 for such training day, and each invoice will be payable by the District no later than 45 days after receipt of each invoice.

SERVICE 4: The District will pay Contractor a total annual subscription fee for Service 4 up to a maximum of \$24,000** in each full school year included in the Initial Term of this Agreement in accordance with the following payment schedule:

School Year 1 of Initial Term: For the 2020-2021 school year, Contractor will issue an invoice on a monthly basis on the 1st day of each month in the sum of \$2,000 starting on July 1, 2020 and continuing through the end of the 2020-2021 school year (which concludes on June 30, 2021). The total amount invoiced for Service 4 during the 2020-2021 school year shall not exceed \$24,000. Each monthly invoice will be payable by the District no later than 45 days after the District receives the invoice.

School Year 2 of Initial Term: For the 2021-2022 school year, Contractor will issue an invoice on a monthly basis on the 1st day of each month in the sum of \$2,000 starting on July 1, 2021 and continuing through the end of the 2021-2022 school year (which concludes on June 30, 2022). The total amount invoiced for Service 4 during the 2021-2022 school year shall not exceed \$24,000. Each monthly invoice will be payable by the District no later than 45 days after the District receives the invoice.

School Year 3 of Initial Term: For the 2022-2023 school year, Contractor will issue an invoice on a monthly basis on the 1st day of each month in the sum of \$2,000 starting on July 1, 2022 and continuing through the end of the 2022-2023 school year (which concludes on June 30, 2023). The total amount invoiced for Service 4 during the 2022-2023 school year shall not exceed \$24,000. Each monthly invoice will be payable by the District no later than 45 days after the District receives the invoice.

If this Agreement would be terminated before the end of the Initial Term, then the District will only be obligated to pay for the services that have actually been performed by the Contractor up through the date of termination. Under no conditions will the District be obligated to pay for any services that have not been performed by the Contractor.

If the District cannot meet the Conditions for Payment set forth herein, then the District will contact the Contractor and work out other payment arrangements.

*To the extent a school building(s) would be closed by the District during the Initial Term of this Agreement, then the fee(s) for the SIP(s) for that building(s) will be waived and shall not be payable by the District. Likewise, if a school building(s) would be added that would increase the total number of school buildings in the District to more than nine (9) buildings, and if the District requests that the Contractor create an SIP(s) for such additional building(s), then the District will pay an additional fee of \$40,000 per additional building for which the Contractor creates an SIP.

**This price will be locked in for the Initial Term of this Agreement and for up to three school years beyond the Initial Term of this Agreement should the parties mutually decide to renew this Agreement beyond the Initial Term. If the parties would subsequently agree to renew this Agreement beyond six years after the commencement of the Initial Term of this Agreement, then the price for Service 4 (i.e., the subscription fee) may be increased by the Contractor but by no more than 10%.

3.0 CHROMEBOOKS

GARY COMMUNITY SCHOOL CORPORATION 1 TO 1 INITIATIVE

GARY COMMUNITY SCHOOL CORPORATION
GARY SCHOOL DISTRICT 1:1 INITIATIVE
MAY 4, 2020

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I. INTRODUCTION AND PROJECT BACKGROUND

The recent developments around the COVID-19 global pandemic has resulted in the immediate closure of school districts across the nation and has forced educators and school administrators to revisit the standards and practices for learning continuity for student populations. One primary solution to learning continuity is the acceleration of initiatives to implement technology-enabled environments in order to allow students to continue curriculum leveraging established 1:1 frame works aimed at making learning fully digital across schools.

While Gary Community School Corporation (GCSC) was studying the possibility of implementing a 1:1 program for the 2020-21 school year, the immediate shift in digital learning needs has become critical to offer students the ability to continue to learn across all grades, as well as the ability for a subset of these students, to earn the required educational credits to graduate.

To this end, MGT's technology team has laid the foundation to convert the GCSC to a fully digital learning environment through a combination of channel partners and financial grants that ensures the successful rollout of this program, provides the necessary resources to maintain this environment into the future, as well as minimizes costs to the district moving forward.

KEY REASONS FOR IMPLEMENTATION IN THE SCHOOL DISTRICT

- ◆ The COVID-19 pandemic has caused and accelerated a new paradigm shift in learning needs across all school districts. It has amplified the need for immediate infrastructure around "learning continuity" in order to not compromise the trajectory of students across GCSC.
- ◆ The need for greater flexibility is evident in our current circumstances and the provision of mobile hotspots, with the added benefit of the secured subsidies for GCSC creates an immediate stable environment for all students to learn remotely as well as in schools.
- ◆ With State testing being computer-based, this creates a better runway to familiarize students and other school constituents with the Chromebook environment resulting in better performance.
- ◆ 1:1 will generally provide an enhancement and more effective learning environment for all students across GCSC.

KEY BENEFITS TO THE SCHOOL DISTRICT

- ◆ Accelerated 1:1 program rollout to enable students to continue to learn remotely now, and in the future. With a staged roll-out beginning with high school, we will ensure immediate high value learning for these grades while flattening the adoption curve and optimizing engagement across the entire District.
- ◆ Assigned individual Chromebook for each student in the district will increase accountability and sense of ownership.
- ◆ Assigned Individual CIPA compliant mobile internet "hot-spot" for each student in the District will ensure all the required cyber security controls, content filtering and needed parental controls are in place.

- ♦ Enhanced learning opportunities moving forward into the future.
- ♦ Low cost of entry and maintenance to the program.
- ♦ Sustainable, long-term program management through a technology provider with the required infrastructure and manpower to ensure an optimized digital learning environment, along with live 24/7 cyber security monitoring, and incident response.
- ♦ It is possible to secure the immediate procurement of 4,700 Chromebooks in a time where inventory is extremely hard to come by. This purchase allowed us to reduce the total cost of the individual device, and will allow us to:
 - Stage all devices at once, creating a standard image for operational and security purposes.
 - Asset tag all Chromebooks consistently.
 - Configure all aspects of compliance and content filtering to eliminate any and all cyber security risk in the Chromebook environment.
 - Stage a phased rollout of actual devices with the certainty that we will have the appropriate inventory in the possession of CGSC. (We want to avoid as many discrepancies in equipment as possible to create consistency across the school district and this solves for it.)
 - By purchasing all Chromebooks now, our countdown for equipment refresh will start immediately allowing us to qualify for the grant funds in 24 months. (Two years before the expected end of life date for Chromebooks.)
 - This will allow GCSC to have a more-than-optimal Chromebook refresh strategy.

2. PROJECT OVERVIEW

MGT has been working with a several vendors to provide GCSC with the most comprehensive, safest, and beneficial 1:1 implementation and management program possible, and at the lowest possible financial impact. Along with the technical implementation and roll-out of this program, the GCSC team will have:

- ♦ E-Learning content and programming integrated into Google Admin Console to establish digital learning experience.
- ♦ Teacher training prior to roll-out to ensure proper adoption and execution (Google Education Online Learning Team available for on-going support as needed).
- ♦ Provide the needed digital learning environment that all students will benefit from, creating an enhanced learning experienced for each student.
- ♦ Due to being able to secure the T-Mobile program, all students will have the ability for enhanced learning moving forward at a lower cost than other options in the market.
- ♦ Title funds will pay for PD for students and staff to learn how to use at home via Zoom tutorials, web training modules that we post on the GCSC website.

To this end, MGT has:

1. Secured hardware and software requirements based on best practices.
2. Secured logistics for a successful accelerated implementation.
3. Secured a grant program with T-Mobile that provides GCSC with \$100 per Chromebook device (unlimited quantity) significantly reducing the upfront investment.
4. Established a “white glove” implementation program that will result in all Chromebook devices preconfigured to be up and running “out of the box” that includes:
 - Upgrade of all Chromebooks to the latest version of Chrome OS.
 - Enroll all Chromebooks into GCSC’s Google Apps domain.
 - Create and load a standard GCSC Chromebook image and load all required Apps in each Chromebook through the Google Management Console.
 - Configure all security requirements, including filtering and mobile device management controls to minimize cyber risk.
 - Validate device policies (including WiFi networks) fetched to the device.
 - The placement of a single customized asset tag per federal standards on the Chromebook. This is provided by a supplier and implemented during the staging process.
 - The Chromebook required for custom tag placement will be unboxed.
 - The device will be thoroughly inspected for physical damage or blemishes.
 - The system will be powered on.

- The system will be inspected for hardware and/or software errors.
 - Tracking and returning of any device delivered with damage or not functioning.
 - A customized asset tag will be applied to the system next to serial number.
 - A customized asset tag also will be placed on the devices' power cord and device slot in the cart (if applicable).
 - Population of a spreadsheet associating each device and cart's serial number with the asset number assigned to it.
 - Build out the device carts with the necessary chargers and devices.
 - Repackaging of tagged and upgraded Chromebooks not going into carts into their original boxes with asset labels on the outside of the box.
 - Delivery of each cart to a central location.
 - Off-site trash removal.
 - Marketing support for community awareness
5. In coordination with the Chromebook implementation, establish a "white glove" implementation program for the CIPA compliant internet hotspots that includes:
- Creation of custom SSID/Network Name.
 - Creation of randomized Hot Spot passwords.
 - Admin Portal Configuration.
 - Configuration of content filtering.
 - Configuration of security controls.
 - Maximum Number of Connections.
 - Labeling of Devices Boxes.
 - Shipment Logistics.
 - Ability to suspend hotspot service in summer months at zero cost for up to 60 days.
6. Theft-Mitigation Plan
- Implementation of Acceptable Use Policy and Parental Training .
 - Geo-location of all device provided and managed through the Google Management Console and included in MSA.
 - User-specific lock down of computer functionality configured during staging process and included in the MSA.
 - Individual assignment of devices for additional level of accountability.

3. COST PROPOSAL

Supplier	Items	Quantity	Cost per unit	Total Cost
Omni	Chromebook Device (HP SB Chromebook G7 11.6")	4,700	\$209	\$982,300
Omni	Chromebook Cases	4,700	\$28	\$131,600
TMobile	Internet Hot Spot Hardware	4,700	\$84	\$394,800
Omni	Google Chrome Management Console License	4,700	\$26	\$122,200
Omni	Staging and Procurement	4,700	\$9	\$42,300
Omni	Asset Tags (Included in Staging and Procurement)	4,700	\$0	\$0
Cira Infotech	One-time Implementation Services and Roll-out			\$154,160
Omni	Charging Carts	119	\$995	\$118,392
Omni	Shipping	4,700		\$6,600
	Subtotal			\$1,952,352
TMobile	2GB/month Hot Spot Costs for 24 month (commitment)		\$240	\$1,128,000
TMobile	TMobile Service Subsidy			-\$282,000
TMobile	TMobile Subsidy Applied to Service			-\$352,500
	Total Two-year cost for GCSC			\$2,445,852

CHROMEBOOKS AVAILABLE AND IMPLEMENTED IN JUNE*

ORIGINAL BUDGET FOR 2020-21 SCHOOL YEAR

Items	Quantity	Cost per unit	Total Cost
Chromebook Device (Dell)	4,700	\$313.63	\$1,474,061
Active EMR Pen	4,700	\$15.92	\$74,824
Asset Tags	4,700	\$16.05	\$75,435
Internet Hot Spot	Not Included	Not Included	Not Included
Google Chrome Management Console License (SAME COST)	4,700	26	\$122,200
Staging and Procurement	Not Included	Not Included	Not Included
Implementation Services and Roll-out	Not Included	Not Included	Not Included
Charging Carts	119	\$988.99	\$117,690
Subtotal			\$1,864,210
ADD: Chromebook Cases	4,700	\$28	\$131,600
ADD: Internet Hot Spot Hardware	4,700	\$84	\$394,800
ADD: TMobile Hot Post Service: 2GB/month Hot Spot Costs for 24 month (commitment)			\$1,128,000
Total Two-year cost for GCSC			\$3,518,610

CHROMEBOOKS NOT AVAILABLE UNTIL END OF JUNE WITH IMPLEMENTATION NOT UNTIL SEPTEMBER.

Comparing both proposals, and including hotspot costs, and cases in both scenarios, the new proposal represents:

- ◆ Savings of \$1,072,758.
- ◆ Implementation management and support.
- ◆ Configuration and delivery in May (versus delivery of Chromebooks no sooner than mid-June in original proposal).
- ◆ Please Note: We eliminated the EMR Pen as this is an extra add-on device not needed for the 1:1 program implementation.

**We recommend the \$10/month subscription as the out-of-school internet usage will be drastically reduced after the summer and currently this plan offers 20GB/month as support for COVID-19 crisis.

Please note both services can be frozen for 60 days in the summer at GCSC's discretion.

LONG TERM COST SAVINGS

School districts are often hesitant or reluctant to implement 1:1 classrooms due to the high initial costs involved. Purchasing a tablet or netbook for every student can be an expensive endeavor, but when long-term savings are considered the return on investment is positive. Devices using free apps and supplemental features can offset costs for other materials.

GREATER STUDENT ENGAGEMENT

Another common concern school districts often have over implementing 1:1 classrooms, is that devices will create a distraction for students. In reality, however, most teachers report these devices actually increase student engagement, keeping them more interested in the subject matter than they would be if they were simply listening to a teacher give a lecture at the front of the classroom.

MORE CREATIVE LEARNING OUTLETS

No matter what subject is being taught, electronic devices provide students with unique opportunities to learn. Rather than composing "traditional" written essays in class, these devices allow students to be creative in demonstrating learning. Students are able to do anything from create a video presentation to recording a podcast and everything in between.

TAILORED LEARNING EXPERIENCES

Not all students learn in the same manner. Some students are visual learners, whereas others learn more through hands-on activities. This provides a device so students can learn in the way that is best for them. Based on each student's learning style, teachers can provide different versions of the same lesson.

IMPROVED STUDENT/TEACHER COMMUNICATION

Many teachers have found they're able to spend less time on non-instructional activities, such as grading assignments, while spending more time providing specific feedback to each student through to 1:1 teaching. For example, teachers can leave verbal feedback in the form of an .mp3 file, rather than

taking the time to print out an assignment and leave physical comments or edit and share assignments with students.

4. PROJECT TIMELINE

Phase 1: 4,700 Chromebooks are Prepared
Week of May 18: Laptops ship from Google Partner to staging team
Five business days to kit + 4/5 business days for shipping
Week of June 1: Devices arrive at Gary
Phase 2: 4,700 Hotspots are prepared
Week of May 18: Devices ship from T-Mobile to implementation team for labeling and provisioning
Label and kit the devices so they match with a specifically assigned Chromebook
Week of June 1: Devices arrive at Gary
Phase 3: Deploy week of June 9
Test filtering and laptops and button up any issues (Webinars)
Device Training and Handout to stakeholders

APPENDIX A: CHROMEBOOK DATA SHEET

Datasheet

HP Chromebook 11 G7 EE

The rugged Chromebook™ that's built for schools



Empower students to create, collaborate, and learn with the HP Chromebook 11 EE. It offers the latest Intel® processors¹, interactive tools, Android™ apps², enhanced connectivity, and a long battery life that recharges fast in a design that can withstand drops³ and minor spills.



Modern design meets durability

- Deploy a sturdy device built for the whole day with a pick-proof, anchored, minor-spill-resistant keyboard and shock-absorbing molded rubber trim. Measuring only <19mm, it passes MIL-STD 810G⁴, IP 41⁵, and a 76 cm drop on concrete.³

Powerful performance

- Give students a boost with the intuitive Chrome OS™, the latest Intel® processors¹, and up to 8 GB memory and 64 GB⁶ EMMC storage. Enjoy a long battery life that recharges fast and connect in large spaces with 2x2 WLAN⁷ and MIMO.⁸

Essential collaboration and creativity

- Enable comfortable, convenient small-group discussions with HP Classroom Manager⁹ and Android™ apps.² Get easy views from the 180° hinge that lies completely flat and optional HD IPS touchscreen.¹⁰
- Get a low-maintenance experience with the automatic software updates and virus protection of the Chrome OS™.
- Help prevent everyday wear and tear, water intrusion, and tampering with a keyboard that resists minor spills and is pick-proof and anchored to deter key removal.
- Search, stream, and collaborate through the school day and beyond with up to 12 hours, 30 minutes battery life. Recharge to 90% battery life in 90 minutes with HP Fast Charge Technology.
- Connect to accessories with two USB 3.1 Gen 1 ports and 3.5 mm mic and speaker ports. Reinforced USB-C™ ports on each side support USB-C™ accessories and Chromebook™ charging from a USB-C™ adapter.
- Help promote cleanliness in the classroom with a keyboard that can be wiped down repeatedly with common household cleaning wipes.
- Take control of the classroom, manage class PCs, and collaborate with students with the intuitive toolset of HP Classroom Manager.
- Take learning in new directions with access to the Google Play™ Store and Android™ apps, which include thousands of instantly shareable and easily manageable innovative education apps.
- Easily deploy, manage, and control users, devices and apps on all your HP Chromebooks with Google's optional Chrome Management Console.
- Add an extra layer of functional, all-day protection with the optional HP Always-On Case that wraps around your Chromebook™ and zips flat to work every way it does.
- Rely on support you can trust with HP's world-class limited warranty.

State Model 117 | Item number: 9, 67 98

HP Chromebook 11 G7 EE Specifications Table



Available Operating Systems	Chrome OS™
Processor family	Intel® Celeron® processor
Available Processors^{1,2}	Intel® Celeron® N4100 with Intel® UHD Graphics 600 (1.1 GHz base frequency, up to 2.4 GHz boost frequency, 4 MB cache, 4 cores) Intel® Celeron® N4000 with Intel® UHD Graphics 600 (1.1 GHz base frequency, up to 2.6 GHz boost frequency, 4 MB cache, 2 cores)
Maximum memory	8 GB LPDDR4-2400 SDRAM Memory soldered down.
Internal storage	16 GB up to 64 GB eMMC 5.0 ³
Display^{6,7,8}	11.6" diagonal HD IPS BrightView WLED-backlit touch screen, 220 cd/m ² , 50% sRGB (1366 x 768) 11.6" diagonal HD IPS anti-glare WLED-backlit, 220 cd/m ² , 50% sRGB (1366 x 768) 11.6" diagonal HD SVA anti-glare WLED-backlit, 220 cd/m ² , 50% sRGB (1366 x 768)
Available Graphics	Integrated: Intel® UHD Graphics 600 ⁹ (Support HD Decode, DX12, and HDMI 1.4b.)
Audio	HD audio, dual speakers
Wireless technologies^{4,5}	Intel® Dual Band Wireless-AC 9560 802.11a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 5 Combo, non-vPro™ (Compatible with Miracast-certified devices.)
Expansion slots	1 microSD (Supports SD, SDHC, SDXC.)
Ports and Connectors	2 USB 3.1 Type-C™ (Charge and video support, data transfer, power delivery); 1 USB 3.1 Gen 1 (charging); 1 Stereo headphone/microphone combo jack (Cables are not included.)
Input devices	Full-size island-style keyboard, chalkboard gray, spill-resistant, pick resistant; Touchpad with multi-touch gesture support;
Camera⁶	720p HD camera
Available Software¹⁰	HP Classroom Manager
Security management¹¹	H1 Security IC; Nano Security lock slot
Power¹⁴	HP Smart 45 W USB Type-C™ adapter
Battery type¹³	2-cell, 47.36 Wh Li-Ion Battery is internal and not replaceable by customer. Serviceable by warranty.
Battery life¹²	Up to 13 hours
Dimensions	12.04 x 8.18 x 0.74 in
Weight	Starting at 2.93 lb
Energy efficiency compliance¹⁶	ENERGY STAR® certified; EPEAT® Silver
Environmental specifications¹⁷	Low halogen; TCO 5.0 Certified
Warranty	HP Services offers 1-year limited warranties and 90 day software limited warranty options depending on country. Batteries have a default one year limited warranty except for Long Life batteries which will have same 1-year or 3-year limited warranty as the platform. Refer to http://www.hp.com/support/batterywarranty/ for additional battery information. On-site service and extended coverage is also available. HP Care Pack Services are optional extended service contracts that go beyond the standard limited warranties. To choose the right level of service for your HP product, use the HP Care Pack Services Lookup Tool at: http://www.hp.com/go/cpc .

APPENDIX B: HOT SPOT DATA SHEET

GETTING STARTED: FRANKLIN T9 BASIC PROGRAMMING



Installing the LTE Nano SIM Card

Your SIM (Subscriber Identity Module) card is a small rectangular plastic card that stores important information about your wireless service.

If not already inserted, follow the instructions below to install your LTE Nano SIM card.

1. Remove the back cover of your device and take the battery out.
2. Lift the "LIFT" tab and slide your Nano SIM card in the SIM card slot with Wireless Carrier logo facing up. After installation, secure the "LIFT" tab back into place.
3. Properly install the battery and put the back cover on.



ACCESS THE T9 MOBILE HOTSPOT HOME PAGE

It is recommended to use the latest versions of Internet browsers. Outdated versions may not be compatible with the T9 Web Admin User Interface, <http://mobile.hotspot> or <http://192.168.0.1>

The default password is “admin” the current device version will force you to change that password. Update password and see below for some basic provisioning instructions.

- 1 Connect your Wi-Fi capable device to the T9.
- 2 Open a web browser on your connected device and open your home page by entering either <http://mobile.hotspot> or <http://192.168.0.1>
- 3 Enter the password and Click **Login**. If you entered the correct password, the Web User Interface screen appears.

NOTE: The default password is 'admin'. On your first login, you will be directed to 'Change password'

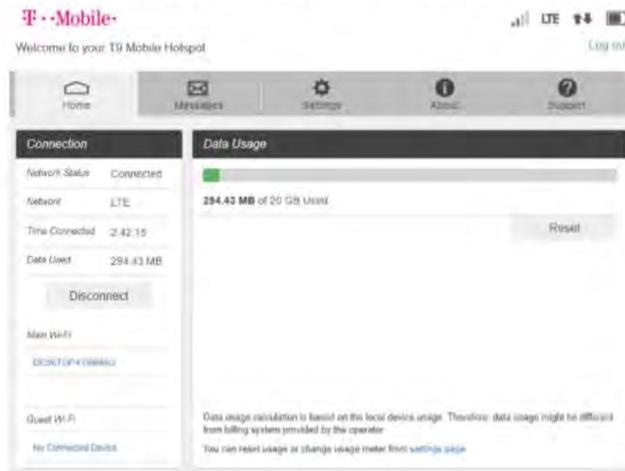
Enter Your Password

Password

Login Cancel

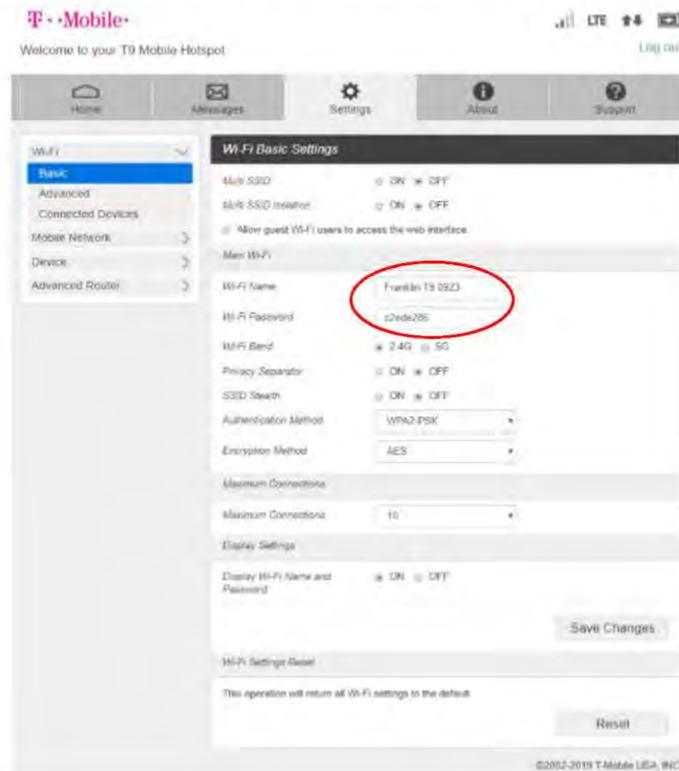
If too many incorrect passwords are tried, access will be suspended.

The **T9 Mobile Hotspot** home page allows you to quickly access all menu option for your T9.



How to Change the SSID (network name) and Password

- ◆ Choose the **Settings** tab:  settings
- ◆ Under the WI-FI option choose **Basic**
- ◆ Default is set to off on SSID/Multi SSID
- ◆ Change **Wi-Fi Name** and **password** if needed
- ◆ Max connections defaults to 8 (change if requested)
- ◆ Display Wi-Fi name and password—defaults to “on”
 - If you do not want to display the SSID and Password, please change to “off”
 - SSID Stealth: if ON is selected, the Wi-Fi name won't be found by other devices around it. You need to manually enter the Wi-Fi name and connect



To Add/Change APN Settings
How to add/edit APN settings:

Under **Settings > Mobile Network > APN**

To add a new APN, follow the steps below:

1. Click **Add** to access the following page:

Active	Name	APN	Username	Password	Auth	PDP Type	Delete
<input checked="" type="checkbox"/>	profile1	fast-t-mobile.com			None	IPv4v6	Edit
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	None	IPv4	OK Cancel

Please check with your Account Manager/Sales Engineer on correct APN to use:

- Fast.t-mobile.com
- B2B.t-mobile.com

Active	Name	APN	Username	Password	Auth	PDP Type	Delete
<input checked="" type="checkbox"/>	profile1	fast-t-mobile.com			None	IPv4v6	Edit
<input type="checkbox"/>	profile2	B2B.t-mobile.com			None	IPv4v6	Edit Delete
<input type="checkbox"/>	profile3	b2b.static			None	IPv4v6	Edit Delete

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Additional resources:

Franklin T9 User manual URL:

<https://www.t-mobile.com/support/tutorials?page=device/franklin/t9-hotspot/topic/pdf-manual>

T-Mobile Support page

<https://www.t-mobile.com/support/phones-tablets-devices/mobile-internet/franklin-9-mobile-hotspot>

OMNIPro LLC SCOPE OF WORK

COMPANY NAME OmniPro LLC
SOW VERSION 1
DATE SUBMITTED 4/23/2020
AUTHOR Krish De Silva



ORGANIZATION		
CLIENT	NAME	Gary Community School Corporation
	PHONE	(219) 881-5466
	EMAIL	
	MAILING ADDRESS	9th & Gerry Street Gary, Indiana 46006

PROJECT		
PROJECT NAME	White Glove Services	
CLIENT	Gary Community School Corporation (GCSC)	
PRODUCT	HP G7 Chromebook EE	
BEGIN DATE	END DATE	PROJECT DURATION
10 Business days after PO	20 Business days after PO	20 Business days from PO
ASSUMPTIONS		
Devices are in stock at distribution (Chromebooks, Charging carts and Cases). GCSC has a loading dock or can provide forklift Payment terms are met		
GOALS		
OBJECTIVE		
Delivery of 4700 Chromebooks labelled and enrolled on the GCSC domain. Charging carts and cases will be drop shipped		
SCOPE OF WORK		
OmniPro to complete Enterprise Enrollment, tagging and delivery of 4700 Chromebooks within 20 business days of PO receipt.		

PROJECT DELIVERABLES		
Charge Chromebooks to at least 90%		
Update Chrome OS and perform Enterprise Enrollment		
Catalog Chromebook Serial numbers and MAC addresses		
Affix asset tags on Chromebook and Chromebook packaging		
Deliver completed Chromebooks to GCSC on pallets		
REQUIREMENTS		
Completion of the Google Licenses form by GCSC, outlining domain information (Google requirement). Stock inventory of HP G7 Chromebooks		
CHANGE CONTROL PROCEDURE		
Contact OmniPro at sales@omniprollc.com		
PAYMENT TERMS		
PAYMENT DUE		
50% upon acceptance and balance 5 days after receipt of goods, or at Buyers election an irrevocable transferable letter of credit in the full amount of the purchase order drawable immediately upon receipt of evidence of the goods being shipped to Buyer from Seller through a common carrier. Bank issuing the letter of credit shall be a US based Bank with a branch in San Francisco, California. Cost of the letter of credit shall be paid by buyer.		
POINTS OF CONTACT		
NAME / TITLE	CONTACT INFORMATION	
Krish De Silva Project Manager	krish@omniprollc.com	
Edward Meyer Account Manager	edward@omniprollc.com	
AUTHORIZATION		
Gary Community School Corporation	SIGNATURE	
	PRINTED NAME	
	DATE	
OmniPro LLC	SIGNATURE	
	PRINTED NAME	Ranjan de Costa
	DATE	4/23/2020

OMNIPRO LLC QUOTATION



OmniPro LLC
 5086B Diamond Hts Blvd
 San Francisco, CA 94131
 Phone 415.648.1121
 Fax 415.648.1174
sales@omnipro.com
 SBE #1744559



Quotation

DATE: 4/22/2020

Bill To:
 Gary Community School Corporation
 9th & Gerry Street
 Gary, Indiana 46006

Ship To:
 Gary Community School Corporation
 9th & Gerry Street
 Gary, Indiana 46006

SALESPERSON	QUOTE NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Edward	2-04222020	TBD	Ground	SFO	Due on Receipt

QUANTITY	Part No.	DESCRIPTION	UNIT PRICE	AMOUNT
4,700	6QY22UT#ABA	HP G7 Chromebook Education Edition Chrome OS Intel Celeron N4000 2.6GHZ 4GB RAM 16GB eMMC SSD Hard Drive 11.6 Inch 1366x768 WLED Backlight 720p Webcam One (1) Year Warranty	\$ 209.00	\$ 982,300.00
4700	CROSSWDISEDU	Chrome Management Console License	\$ 26.00	\$ 122,200.00
4700	01H006	Gumdrop DropTech Case for HP Chromebook 11 G7	\$ 28.00	\$ 131,600.00
4700	DMNIWGS	White Glove Service Includes enrolling devices with Chrome Management Licenses and asset tagging	\$ 9.00	\$ 42,300.00
119	CSC36AC	Tripp Lite 36-Device AC Charging Station Cart for Chromebooks and Laptops, Black	\$ 995.00	\$ 118,405.00
		HP NASPO: MNNVP - 133		
		*50% upon acceptance and balance 5 days after receipt of goods, or at Buyers election an irrevocable transferable letter of credit in the full amount of the purchase order drawable immediately upon receipt of evidence of the goods being shipped to Buyer from Seller through a common carrier. Bank issuing the letter of credit shall be a US based Bank with a branch in San Francisco, California. Cost of the letter of credit shall be paid by buyer.		
			SUBTOTAL	\$ 1,396,805.00
			TAX RATE	
			SALES TAX	
			SHIPPING	\$ 6,600.00
			TOTAL	\$ 1,403,405.00

OMNIPRO LLC MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT

THIS CUSTOMER MASTER SERVICES AGREEMENT (“MSA”) is made and entered into this April 23rd 2020 (the “Effective Date”) by and between OmniPro LLC, a California corporation with principal offices located at 50 Mendell Street, Suite 2, San Francisco, California CA 94124 (hereinafter, “OMNIPRO”) and Gary Community School Corporation, with principal offices located at 9th & Gerry Street, Gary, Indiana 46006 (hereinafter, “Customer”). “Customer” shall include Customer’s corporate subsidiaries, as well as corporate parents, affiliates, and other related entities (collectively, “Affiliates”) approved by OMNIPRO to receive Services under this MSA. OMNIPRO and Customer agree to the following terms and conditions:

I. SERVICES

1.1 General. All services provided by OMNIPRO under this MSA (the “Services”) will be described in one or more Service Agreements. “Service Agreements” are order forms or service contracts that incorporate the terms of this MSA, including “Monitoring Service Descriptions”, “Service Level Agreements”, “Statements of Work”, and any other such mutually agreed upon document(s) reflecting an agreement between OMNIPRO and Customer. The MSA and each Service Agreement will be interpreted as a single agreement, independent of each other Service Agreement, so that all of the provisions are given as full effect as possible. In no event will the description of Services under any Service Agreement be deemed by implication or otherwise to exclude any Services described in this MSA or another Service Agreement.

1.2 Conflicts. In the event of a conflict between the terms of the MSA and a Service Agreement, the terms of these documents will be interpreted according to the following order of precedence: (1) Service Agreement and (2) the MSA.

II. TERMS OF PURCHASE

2.1. Requests for Service; Quotes and Orders. All orders for Services must specify OMNIPRO’s quotation (if any) and reference the Service(s) requested and invoice address. All orders are subject to acceptance by OMNIPRO.

2.2 Prices. The prices charged for Services purchased under this MSA will be OMNIPRO’s “then- current” charges for such services in each geographic region or as quoted by OMNIPRO. OMNIPRO reserves the right to revise pricing if prices for Services are based upon written assumptions and those assumptions are determined inaccurate. If Customer and OMNIPRO are not able to reach an agreement on the revised pricing, Customer or OMNIPRO may terminate the applicable Service Agreement. All prices are exclusive of all applicable country, provincial, state and local sales, use, value-added, excise, privilege, franchise and similar taxes. If the Service(s) are being performed on a time and material basis, any estimates provided by OMNIPRO are for planning purposes only. Any required deposits are non-refundable.

2.3 Additional Fees; Taxes. Customer shall be responsible for all applicable taxes and fees assessed or imposed upon the Services provided or the amounts charged under this MSA, including any sales, use, value-added or comparable taxes, but excluding taxes related to OMNIPRO's net assets or net income or for which Customer has provided a valid resale or exemption certificate. Should any payments to OMNIPRO become subject to withholding tax, then Customer shall deduct these taxes from the amount owed to OMNIPRO and pay the taxes to the appropriate tax authority in accordance with the laws thereof. Customer shall promptly provide OMNIPRO with receipts or other applicable evidence of substantiating the payments as required under the laws of the applicable taxing authority. OMNIPRO shall not be liable from any withholding tax, penalty, or interest due as a result of Customer's failure to withhold any applicable tax.

2.4 Invoicing and Payment. Customer's payment terms will be fifty (50) percent upon acceptance and the balance, five (5) days after receipt of goods, or at Customer's election, an irrevocable transferable letter of credit in the full amount of the purchase order drawable immediately upon receipt or evidence of the goods being shipped to Customer from OMNIPRO through a common carrier. Bank issuing the letter of credit shall be a United States based Bank with a branch in San Francisco, California. Cost of the letter of credit shall be paid by Customer. Customer will pay OMNIPRO in U.S. dollars, as invoiced by OMNIPRO. Additional charges may apply if Customer requests Services that are performed outside contracted hours or are beyond the normal coverage for the particular service.

2.5 Nonpayment. For invoices not paid within thirty (30) days of the invoice date, OMNIPRO reserves the right to charge Customer a late penalty charge of one and a half percent (1.5%) per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, OMNIPRO, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the Services until such payment is received and may decide not to accept additional orders from Customer and/or seek collection of all amount due, including reasonable legal fees and costs of collection. OMNIPRO shall have no liability to Customer for any such suspension or termination of Services, or non-acceptance of orders.

2.6 Purchases by Affiliates. Unless otherwise agreed in writing, any Affiliate who submits an order to OMNIPRO for Services shall agree to abide by the terms of this MSA. OMNIPRO, in its sole discretion, may discontinue selling Services to any Affiliate or may require additional payment and/or credit conditions for such Affiliate.

2.7 Purchases from a Third-Party Reseller. This Section (2.7) shall not apply to Customers who purchase Services directly from OMNIPRO. If Customer purchases from a party other than OMNIPRO (each a "Reseller"), then Customer acknowledges that its payment for the Services is subject to the agreement between Customer and the Reseller (the "End-User Reseller Agreement"). Otherwise, Customer agrees that this MSA, except for the "Terms of Purchase" provisions above, shall apply to such Customer's use of the Services notwithstanding anything to the contrary in the End-User Reseller Agreement. OMNIPRO shall not be liable to Customer for any representations, warranties, indemnities or damages beyond those set forth in this MSA. Customer acknowledges that to the extent OMNIPRO does not receive payment for the Services from the Reseller, OMNIPRO shall have the right to suspend or terminate the Services until such payment is received. OMNIPRO shall have no liability to Customer for such suspension or termination of Services and Customer shall look solely

and exclusively to the Reseller for any and all damages and liability associated with such suspension or termination of the Services.

III. TERMINATION

3.1 Termination for Material Breach. Either party may terminate this MSA if the other party commits a material breach of this MSA and the breach is not cured within thirty (30) days after the receipt of written notice from the injured party. For purposes of this Section, a “material breach” must have occurred within the period of two (2) years prior to the receipt of written notice from the injured party.

3.2 Effect of Termination of any Service Agreement. Termination of one or more Service Agreements will not terminate this MSA.

3.3 Rights and Obligations after Termination. Upon termination of this MSA, all rights and obligations of the parties under the MSA will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

IV. THIRD PARTY PRODUCTS AND WARRANTIES

4.1 “Third Party Products” means any third-party hardware, services or software. Some manufacturers’ warranties or service contract terms and conditions for Third Party Products may become void if OMNIPRO or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). OMNIPRO DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE OMNIPRO SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Customer and OMNIPRO, Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. OMNIPRO shall have no liability for Third Party Products and Customer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

4.2 Except as otherwise specifically agreed to in a Service Agreement, Customer authorizes OMNIPRO (or otherwise obtains the rights for OMNIPRO) to copy, install and modify, when necessary and as required by the Service Agreement, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. Customer warrants to OMNIPRO that it has obtained any licenses, consents, regulatory certifications or approvals required to give OMNIPRO and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creative derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

**V.
PROPRIETARY RIGHTS**

5.1 Deliverables. Except as otherwise specifically agreed to in a Service Agreement, OMNIPRO will retain exclusive ownership in all Deliverables created by OMNIPRO hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by OMNIPRO under this MSA. Subject to payment in full for the applicable Services, OMNIPRO grants Customer a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely in the country(ies) in which Customer does business and solely for Customer's internal use. "Deliverables" mean the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations that are prepared by OMNIPRO or its subcontractors in the course of performing the Services.

5.2 Tools and Software. OMNIPRO will retain all intellectual property rights with respect to processes, tools and software related to the Services. Any use by Customer, including the execution, reverse engineering, decompilation, reproduction, modification, distribution, transmission, republication, display, transfer or performance, except as specifically permitted by OMNIPRO during the term of Services is prohibited.

5.3 Use of Software. Customer use of Software in connection with the Services is pursuant to the terms accompanying the Software. "Software" includes software locally installed on Customer's systems and software remotely accessed by Customer through the Internet or other means (including, but not limited to websites, Internet portals and "cloud-based" software services).

**VI.
CUSTOMER RESPONSIBILITIES**

6.1 It is the Customer's responsibility to backup data on Customer's system(s). Customer acknowledges that OMNIPRO's performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information for Services to be performed at Customer's location(s), and (B) Customer's timely decision-making, notification of relevant issues or information and granting of approvals or permissions. Customer will promptly obtain and provide to OMNIPRO any required licenses, approvals or consents necessary for OMNIPRO's performance of the Services.

**VII.
CONFIDENTIALITY**

7.1 In the performance of the Services, Customer and OMNIPRO may have access to or be exposed to information of the other party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, customer lists, "know-how", or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to personnel of OMNIPRO or Customer, including employees, agents and subcontractors, on a "need-to-know" basis in connection

with its performance of this MSA, so long as such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality, and shall only make such information available to its employees on a “need-to-know” basis. The foregoing shall not include information, which, (A) was known by one party prior to its receipt from the other or is or becomes public knowledge without the fault of the recipient, (B) is received by the recipient from a source other than a party to this MSA, or (C) a party is required to disclose in response to an order by a court or governmental agency, provided that advance notice of the disclosure is provided to the other party. The obligations with respect to Confidential Information shall continue for three (3) years from the date of disclosure or the termination of this MSA, whichever is later.

VIII. SUPPORT SERVICES

8.1 When Services consist of repair of OMNIPRO systems, such Services shall be those repair services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the system or in any system component covered by this MSA. Preventative maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than OMNIPRO (or its representative) are not included. Unless otherwise expressly provided in a Service Agreement, Services do not include repair of any system or system component which has been damaged as a result of: (A) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than OMNIPRO (or its representative), (B) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (C) the moving of the system from one geographic location or entity to another.

IX. LIMITED WARRANTY AND LIMITATION OF LIABILITY; HIGH-RISK DISCLAIMER

9.1 Limited Warranty. OMNIPRO WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, OMNIPRO (INCLUDING ITS SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE “OMNIPRO PARTIES”) MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE OMNIPRO PARTIES MAY MAKE.

9.2 High-Risk Application Disclaimer. The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Services could lead to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). OMNIPRO expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

X. INDEMNIFICATION

10.1 OMNIPRO shall defend, indemnify and hold harmless Customer from any third-party claim or action that the Services or any Deliverables (excluding Third Party Products) prepared or produced by OMNIPRO and delivered pursuant to this MSA infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services or Deliverables are sold to Customer by OMNIPRO (the "Indemnified Claims"). In addition, if OMNIPRO receives notice of a claim that, in OMNIPRO's reasonable opinion, is likely to result in an adverse ruling, then OMNIPRO shall at its option, (A) obtain a right for Customer to continue using such Service or Deliverable; (B) modify such Service or Deliverable to make it non-infringing; (C) replace such Service or Deliverable with a non-infringing equivalent; (D) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated refund for the allegedly infringing Deliverable. Notwithstanding the foregoing, OMNIPRO shall have no obligation under this Section for any claim resulting or arising from (A) Customer's modifications of the Services or Deliverables that were not performed by or on behalf of OMNIPRO; (B) the combination, operation or use of the Service or Deliverable in connection with a Third Party Product or service (the combination of which causes the infringement); or (C) OMNIPRO's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or process provided by or requested by Customer.

10.2 Customer shall defend, indemnify and hold harmless OMNIPRO from any third-party claim or action arising out of (A) the failure of Customer to obtain appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Customer- provided technology, software or other components related to the Service, as well as software directed or requested by Customer to be installed or integrated as part of Services, or (B) any inaccurate representations regarding the existence of an export license or any allegation made against OMNIPRO due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

10.3 Each party agrees to defend, indemnify and hold harmless the other party from any third-party claim or action for personal bodily injuries, including death, resulting from the indemnifying party's gross negligence or willful misconduct resulting from the Services (excluding Third Party Products) provided hereunder. This Article XI, and all Section therein, states each party's exclusive remedies for any third-party claim or action, and nothing in this MSA or elsewhere will obligate either party to provide any greater indemnity to the other.

**XI.
MISCELLANEOUS PROVISIONS**

11.1 Independent Contractor Relationship; MSA Assignment; Subcontracting. The parties are independent contractors. Neither party has any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this MSA. OMNIPRO has the right to assign, subcontract or delegate in whole or in part this MSA, or any rights, duties, obligations or liabilities under this MSA, by operation of law or otherwise, provided that OMNIPRO shall remain responsible for the performance of Services under this MSA. Otherwise, neither party may assign this MSA without the permission of the other.

11.2 Entire Agreement; Severability; Section Headings. This MSA, along with related Service Agreements, is the entire agreement between OMNIPRO and Customer with respect to its subject matter and supersedes all prior oral or written understandings, communications or agreements. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this MSA is void or unenforceable, the remainder of this MSA will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this MSA.

11.3 Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this MSA during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure last longer than sixty (60) days, the other party may terminate the applicable Service Agreement by giving written notice to the delayed party.

11.4 Notices. Notice to OMNIPRO under this MSA must be in writing and sent by postage prepaid first-class mail or receipted courier service to the address below or such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt.

OmniPro LLC
Attn: HR Dept
50 Mendell Street, Suite 2
California, CA 94124
sales@omnipro.com

11.5 Governing Law and Forum.

(A) Governing Law. THE PARTIES AGREE THAT THE MSA, ANY SALES THEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN

CUSTOMER AND OMNIPRO ARISING FROM OR RELATING TO THE MSA, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS MSA OR ANY RELATED PURCHASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO CONFLICTS OF LAW.

(B) Forum. The parties agree that any and all claims, causes of action, or disputes (regardless of theory) arising out of or relating to the MSA shall be brought exclusively in the courts located in Lake County, Indiana. Customer and OMNIPRO agree to submit to the personal jurisdiction of the courts located within Lake County, Indiana, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

11.6 Dispute Resolution. Customer and OMNIPRO will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this MSA or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable statute of limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this Section. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

11.7 Limitation Period. Neither party may institute any action in any form arising out of this MSA more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

11.8 Counterparts. This MSA may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

11.9 Authority. The individuals signing this Agreement represent that they have full and complete authority to enter into this MSA and bind their principals to its terms.

[THIS SPACE INTENTIONALLY LEFT BLANK.]



IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this MSA as of the Effective Date first above written.

OMNIPRO:

OmniPro LLC:

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

CUSTOMER:

Gary Community School Corporation:

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

OMNIPro LLC WARRANTY



Warranty Disclaimer

HARDWARE WARRANTY

OmniPro, warrants that its hardware products (including desktop/s, laptop/s, Chromebook/s, tablet/s, server/s, motherboard/s, CPU/s, video card/s, hard drive/s, optical drive/s, controller/s, sound card/s, power supply/s, keyboard/s and mouse), purchased and used in the United States, will conform to the manufacturer's specifications and be free from defects in workmanship and materials for a period of 1 year from the date of original purchase. Products are not warranted from cosmetic damage that occurs in normal use. OmniPro will replace defective parts with new or reconditioned parts of equal or better performance. Should your product prove to be damaged or defective upon initial receipt, contact our **Technical Support** Department for instructions on how to obtain service or RMA. In the event of damage or defect upon receipt or within five days' notice after receipt, the product will be replaced with a new identical undamaged product.

This warranty covers only normal use in an educational commercial environment in the United States. OmniPro is not responsible for warranty service should the label, logo or the serial number be removed or should the product fail to be properly maintained or fail to function properly as a misuse, abuse, accidental damage resulting in cracked screen or body damage, improper installation, spilled liquids, insect infestation, misapplication, alteration, neglect, improper shipping, damage caused by disasters such as fire, flood, and lightning, improper electric current, or modification, upgrade or service other than by OmniPro or authorized representative. OmniPro is not responsible for lost or damaged data that may be stored on any item(s) or on any equipment to which it/they may have been connected. Under no circumstances does this warranty cover software-related problems of any type or nature. This warranty is extended only to the original purchaser. Proof of purchase may be required before warranty performance is rendered. The invalidity in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph of this article.

ON-SITE SERVICE

Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement of the repair or modification of, or issuance of a credit for, the equipment involved, at OmniPro's option. If purchaser elects on-site service in lieu of return, such service will be provided on-site within 24-48 hours of notification and acknowledgement on a best efforts' basis. OmniPro does not guarantee response time. This warranty shall be satisfied only if a) OmniPro is promptly notified upon discovery of an alleged defect and b) OmniPro's examination of the subject equipment discloses, to its satisfaction, that any defect has not been caused by misuse, neglect, improper installation, improper operation, improper maintenance, repair or alteration, accident, or unusual deterioration or degradation of the equipment or parts thereof due to physical environment or due to electrical or electromagnetic noise environment.

***Purchaser will be billed at standard service rates prevailing at time of service call (time and material) in the event no hardware defect is found.**

LIMITATION OF LIABILITY

In no event, whether on contract, warranty, tort (including negligence) or otherwise, shall OmniPro or its suppliers be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the covered equipment or any associated equipment, damage to associated equipment tools or work in process, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers or purchasers for such damages. If purchaser furnishes OmniPro services or materials to a third party by contract, purchaser shall obtain from such a third party a provision affording OmniPro and its suppliers the protection of the preceding sentence. In no event shall OmniPro be liable for any loss or damage whatsoever arising from the failure to discover or repair latent defects inherent in the design of the equipment.

RETURN POLICY AND PROCEDURES

Before returning any OmniPro product for warranty service, you must fill out a service ticket on our website. If warranted, OmniPro will issue a Return Merchandise Authorization (RMA) number to authorize the return. This procedure is necessary to ensure prompt and proper handling. Before calling, please have the following information ready:

- Product Model/Serial number
- Detailed description of reason for return
- OmniPro service ticket #

RMA numbers are only valid for 15 days. OmniPro should receive the merchandise for return within 15 days of issuance of RMA number. Allow 7-14 days for turnaround time. (Excluding shipping)



50 Mendell Street, Suite 2, San Francisco CA 94124 Service Direct Line: (415) 559 8114
support@omnipro.com



OMNIPRO LLC WHITE GLOVE SERVICE



OmniPro's White Glove Service for Chromebooks

Devices are preconfigured to be up and running out-of-the-box consisting of:

- Upgrade of all Chromebooks to the latest version of Chrome OS
- Enroll all Chromebooks into the customers' Google Apps domain
- Validate device policies (including WiFi networks) fetched to the device
- The placement of a single customized asset tag on purchased product.
- The device required for custom tag placement will be unboxed.
- The device will be thoroughly inspected for physical damage or blemishes.
- The system will be powered on.
- The system will be inspected for hardware and/or software errors.
- Tracking and returning of any device delivered with damage or not functioning.
- A customized Asset tag will be applied to system next to serial number unless otherwise specified by customer.
- A customized Asset tag will also be placed on the devices' power cord and device slot in the cart (if applicable).
- Population of a spreadsheet associating each device and cart's serial number with the asset number assigned to it.
- Build out the device carts with the necessary chargers and devices.
- Repackaging of tagged and upgraded Chromebooks not going into carts into their original boxes with asset labels on the outside of the box.
- Delivery of each cart to the appropriate classroom.
- Off-site trash removal.



OmniPro Systems, 50 Mendell St, Suite 2, San Francisco, CA 94124. 415-648-1121. FAX 415-648-1174
www.omnipro.com

T-MOBILE FOR EDUCATION – THE EMPOWERED PROGRAM AGREEMENT

T-Mobile for Education – The EmpowerED Program AGREEMENT

This T-Mobile for Education-The EmpowerED Program Agreement (“**EmpowerED Agreement**”), which will be effective as of the date the second Party signs this EmpowerED Agreement below (“**Agreement Effective Date**”), is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and Gary Community School Corporation, an Indiana public school system, with its principal place of business at 900 E Gerry St., Gary, IN 46406 (“**Customer**”). This EmpowerED Agreement term is for two (2) years from the Agreement Effective Date (“**Term**”), unless terminated by either Customer or T-Mobile upon 30 days prior written notice to the other Party

1. **Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer’s purchase and use of the Services will be governed by T-Mobile’s contract with the U.S. General Services Administration Contract Number GS35F0503M (“Master Agreement”).
2. **Offer/Pricing.** The plans below are inclusive of taxes and surcharge fees:
 - a. **EmpowerED Mobile Device:**
 - Customer agrees to pay full cost for hotspot equipment, upfront totaling \$394,800.00 (\$84/device x 4,700 lines) to be used on the following rate plan options:
 - b. **EmpowerED Mobile Data Plans include:**

Rate Plan	Monthly Recurring Charge/Line	Features	Device Discount
2GB	\$0	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$0 subsidy
2GB	\$10*	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$100 Subsidy
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$200 Subsidy

*In its sole discretion, T-Mobile may waive the \$10 service charge for the 2GB plan for applicants that demonstrate the highest need and may award a limited number of waivers. The prices above do not qualify for additional aggregate volume discount.

3. Total Order. Customer agrees to order the following (these prices below do not qualify for additional aggregate volume discount):

Description	# of Lines of Service or # of Equipment	Monthly Rate Plan Charge/Line	Equipment Charge/Line	Total Amount Customer will Pay T-Mobile for the Term of the EmpowerED Agreement	Total T-Mobile Credits to Customer for the Term of this EmpowerED Agreement
2 GB Rate Plan for Lines of Service	1175	\$0		\$0.00	
2 GB Rate Plan for Lines of Service	3525	\$10		\$846,000.00 (3525 x \$10 x 24)	
Equipment	4700		\$84	\$394,800.00	\$352,500.00 (\$100 subsidy x 3525 lines)*
Total Charges to Customer				\$888,300.00 (\$846,000 + \$394,800 - \$352,500)	

*These credits will be provided as bill credits on Customer’s monthly invoice during the Term.

4. Primary Contacts: The primary contact individuals for this EmpowerED Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name:	Dr. Paige McNulty , Emergency Manager
Address:	900 E Gerry St., Gary, IN 46406
Telephone:	219-881-5401
Email:	Pmcnulty@garycsc.k12.in.us

5. **Force Majeure:** In the event that the Customer or the Contractor is delayed, hindered in, or prevented from doing or performing any act related to this Agreement by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays, and the doing or performing of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

6. **Severability:** If any provision of this EmpowerED Agreement is held by a court of law to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this EmpowerED Agreement shall not be affected or impaired thereby.

7. **Non-waiver:** No failure or delay by either party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both parties.

8. **Counterparts:** This EmpowerED Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Headings:** The headings preceding the text of sections of this EmpowerED Agreement are for convenience only and shall not be deemed a part of this EmpowerED Agreement.

10. **Independent Contractor Relationship:** The Contractor's relationship with the Customer will be that of an independent contractor, and nothing in this EmpowerED Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship.

11. Governing Law: This EmpowerED Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Indiana. Each of these parties irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Lake County, Indiana, as applicable, for any matter and/or dispute arising out of or relating to this EmpowerED Agreement.

12. Entire Agreement: This EmpowerED Agreement and the Master Agreement constitute the full and final expression of agreement between the parties with respect to the subject matter hereof and supersede all previous representations, agreements and understandings, whether written or oral, relating to the subject matter hereof.

13. Amendments: This EmpowerED Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties.

14. Notice: All notices, payments, requests, demands, instructions or other communications required or permitted to be given under this EmpowerED Agreement shall be in writing and shall be deemed to have been duly given upon delivery if hand delivered or if mailed by registered or certified mail, postage prepaid, to the following designated representatives for each party identified in Section 4 above.

This EmpowerED Agreement is executed by each Party’s authorized representative as of the Agreement Effective Date.

Customer: Gary Community School Corporation	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name: Dr. Paige McNulty	Printed Name:
Title: Emergency Manager	Title:
Date:	Date:
	Legal Approved by: _____ T-Mobile USA, Inc. Legal Department

T-MOBILE GENERAL PURPOSE COMMERCIAL IT EQUIPMENT, SOFTWARE, AND SERVICES; PRICELIST



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*, a menu-driven database system. The INTERNET address GSA *Advantage!* is: GSAAvantage.gov.

T-Mobile USA Inc.

T-Mobile

SCHEDULE NUMBER 70

SCHEDULE NAME GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

SIN(s): 132-53 WIRELESS SERVICES

FSC GROUP 70

FSC CLASS

FPDS CODES D304 Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile. Cellular/PCS Voice Services

CONTRACT NUMBER: GS35F0503M

CONTRACT PERIOD: November 19, 2017 through May 22, 2022: Effective Date of this Price list 10/16/2017

CONTRACTOR: T-MOBILE USA INC.
601 Pennsylvania Ave., Ste. 800 Washington, DC 20004

Point of Contact: Roberto Isaac Maldonado
e-mail: Roberto.isaacmaldonado@t-mobile.com
Tel: (720) 998-2153
Fax: (303) 300-5657
Web: www.t-mobile.com

Business Size: Large

T-Mobile USA, Inc., a Delaware corporation, is a wholly-owned subsidiary of T-Mobile US, Inc., a Delaware corporation. T-Mobile US, Inc. (NASDAQ: TMUS) is a publicly-traded company listed on the NASDAQ Global Select Market of NASDAQ Stock Market LLC ("NASDAQ"). Deutsche Telekom Holding B.V., a limited liability company (besloten vennootschap met beperkte aansprakelijkheid) organized and existing under the laws of the Netherlands ("DT B.V."), owns more than 10% of the shares of T-Mobile US, Inc. DT B.V. is a direct wholly-owned subsidiary of T-Mobile Global Holding GmbH, a Gesellschaft mit beschränkter Haftung organized and existing under the laws of the Federal Republic of Germany ("Holding"). Holding, in turn a direct wholly-owned subsidiary of T-Mobile Global Zwischenholding GmbH, a Gesellschaft mit beschränkter Haftung organized and existing under the laws of the Federal Republic of Germany ("Global"). Global is a direct wholly-owned subsidiary of Deutsche Telekom AG, an Aktiengesellschaft organized and existing under the laws of the Federal Republic of Germany ("Deutsche Telekom"). The principal trading market for Deutsche Telekom's ordinary shares is the trading platform "Xetra" of Deutsche Börse AG. Deutsche Telekom's ordinary shares also trade on the Frankfurt, Berlin, Düsseldorf, Hamburg, Hannover, München and Stuttgart stock exchanges in Germany. Deutsche Telekom's American Depositary Shares ("ADSs"), each representing one ordinary share, trade on the OTC market's highest tier, OTCQX International Premier (ticker symbol: "DTEGY").



General Purpose IT Equipment, Software, and Services
Authorized FSS IT Schedule 70 Pricelist

Table of Content for Wireless Offers

The following is not a complete list of plans offered by T-Mobile. Other discounted rates and equipment may be available for purchase outside the GSA Schedule under other purchasing authority. Actual billed pricing can vary slightly from the price list. (T-Mobile billing relies on a six decimal pricing system, whereas the two decimal pricing in the price list is rounded according to the standard rounding rule.) The offers listed here are available to any agency and activity that falls within the SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (GSAR 552.238-78) under T-Mobile GSA35F0503 agreement. This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract until T-Mobile provides the approved posting date. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the contents below.

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T-Mobile USA, Inc.
(800-318-9270)

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•	2221	SOC 8 (MBB Non Managed Services) ENT Private APN MBB	11
•	2223	One time set-up fee	11

T-Mobile USA, Inc.
(800-318-9270)

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1 CLIN - Voice and Data cellular services – T-Mobile One

T-Mobile One Plans					
The T-Mobile One Voice Plan for Government has unlimited minutes, messaging, domestic roaming, and 4G LTE domestic data on your smartphone. It also includes the Simple Global feature and Unlimited Stateside International Texting. The T-Mobile One Tablet for Government plan has unlimited 4G LTE domestic data on your capable device and unlimited domestic data roaming. Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts. On all T-Mobile plans, during congestion, the small fraction of customers using >50GB/mo, may notice reduced speeds until next bill cycle due to data prioritization.					
CLIN	T-Mobile One Plan	Voice/Data Minutes	Commercial Price/line/month	GSA Price/line/month	Comments
137	T-Mobile One Voice - Government	Unlimited	\$29.00	\$23.78	**Mobile Without Borders
568	T-Mobile ONE Tablet for Government	Unlimited	\$23.50	\$19.27	**Mobile Without Borders Domestic data roaming For tablets, data sticks and netbooks only.

2 CLIN – Voice Only Plans

Voice Only Rate Plans					
All plans in this section include 400 text messages. Text overage is \$0.20 per text. Designed for domestic use.					
CLIN	Voice Only Rate Plan	Voice Minutes	Commercial Price/line/month	GSA Price/line/month	Overage Charge
800	Shared Pooling Voice Plan - 100 Minute	100	\$17.99	\$14.75	\$0.10
801	Shared Pooling Voice Plan - 400 Minute	400	\$27.99	\$22.95	\$0.10
802	Shared Pooling Voice Plan - 900 Minute	900	\$41.99	\$34.43	\$0.10
804	Stackable Voice - 500 Minute Plan	500	\$30.00	\$24.60	\$0.10
805	Stackable Voice - 750 Minute Plan	750	\$41.00	\$33.62	\$0.10
806	Stackable Voice - 1250 Minute Plan	1250	\$65.00	\$53.30	\$0.10
303	Per Minute Rate Plan	0	\$4.99	\$4.09	\$0.05
305	Voice Overage Charge for CLIN 303	N/A	\$0.05	\$0.05	\$0.05
307	Text Overage Charge for CLIN 303	N/A	\$0.20	\$0.20	\$0.20



3 CLIN – Stackable Voice Plans and Data Add-ons

Stackable Voice Plans and Data Add-ons					
All plans in this section include Simple Global International*.					
All plans in this section include unlimited nights, weekends, text, and T-Mobile to T-Mobile.					
Once domestic data threshold is reached data usage may be prioritized. Once listed tethering threshold is reached tethering speeds may be prioritized. International tethering requires one of the following CLINs, 555-558, to be active to function.					
CLIN	Stackable Voice Plan Name	Voice Minutes	Commercial Price/line/month	GSA Price/line/month	Overage Charge
124	Stackable Voice 100 Minute Plan	100	\$25.00	\$20.50	\$0.25
125	Stackable Voice 300 Minute Plan	300	\$30.00	\$24.60	\$0.25
126	Stackable Voice 600 Minute Plan	600	\$35.00	\$28.70	\$0.25
132	Simple Choice Unlimited Talk & Text	Unlimited	\$40.00	\$32.80	\$0.00
136	Value Stackable Voice Plan 100 Minutes	100	\$5.00	\$4.10	\$0.25
133	Value Stackable Voice Plan 300 Minutes	300	\$10.00	\$8.20	\$0.25
134	Value Stackable Voice Plan 600 Minute	600	\$15.00	\$12.30	\$0.25
135	Value Simple Choice Unlimited Talk & Text	Unlimited	\$20.00	\$16.40	\$0.00
528	Simple Choice Classic Mobile Broadband Add-On 1.0 GB	N/A	\$0.00	\$0.00	\$0.00
532	Classic Mobile Broadband Add-On 1.0 GB (Stackable)	N/A	\$0.00	\$0.00	\$0.03 per MB
533	Classic Mobile Broadband Add-On 3.0GB (Stackable)	N/A	\$10.00	\$8.20	\$0.03 per MB
534	Classic Mobile Broadband Add-On 5.0GB (Stackable)	N/A	\$20.00	\$16.40	\$0.03 per MB
529	Simple Choice Classic Unlimited Data Add-On 5.0GB Tethering	N/A	\$20.00	\$16.40	\$0.00
530	Simple Choice Classic Unlimited Data Add-On 7.0GB Tethering	N/A	\$30.00	\$24.60	\$0.00
544	3 GB Simple Choice Data Add-On	N/A	\$10.00	\$10.00	\$0.00
545	5 GB Simple Choice Data Add-On	N/A	\$20.00	\$20.00	\$0.00

4 CLIN – International Data Plans/Standalone and Add-On Plans

Simple Choice 10 Plans					
All plans in this section include Simple Global International* and Mobile Without Borders**.					
Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.					
CLIN	Data Add-On Plans	Commercial Price/line/month	GSA Price/line/month	Data Stash	Comments
158	10 Lines Simple Choice Unlimited Talk & Text	\$150.00	\$123.00	No	
159	Add-a-Line for Simple Choice Unlimited Talk & Text	\$15.00	\$12.30	No	
160	2GB Data Add-On for Simple Choice	\$0.00	\$0.00	No	Once data threshold is reached speeds may be prioritized
161	6GB Data Add-On for Simple Choice	\$15.00	\$15.00	Yes	Once data threshold is reached speeds may be prioritized
162	10GB Data Add-On for Simple Choice	\$30.00	\$30.00	Yes	Once data threshold is reached speeds may be prioritized
163	Unlimited Data Add-On for Simple Choice 14GB tethering	\$45.00	\$45.00	No	Once data threshold is reached speeds may be prioritized



5 CLIN – Data Only Plans

Mobile Internet Plans					
All Plans in this section include Simple Global International*. Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.					
CLIN	Data Only Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
429	Government - Unlimited Data Only - Value	\$35.00	\$28.70	N/A	No data speed reduction
444	2GB Data Plan	\$20.00	\$20.00	N/A	**Mobile Without Borders
445	2GB Pooled Data Plan	\$20.00	\$20.00	\$5 per GB	**Mobile Without Borders
446	6GB Pooled Data Plan	\$35.00	\$35.00	\$5 per GB	**Mobile Without Borders
447	10GB Pooled Data Plan	\$50.00	\$50.00	\$5 per GB	**Mobile Without Borders
448	14GB Pooled Data Plan	\$65.00	\$65.00	\$5 per GB	**Mobile Without Borders
449	30GB Pooled Data Plan	\$135.00	\$135.00	\$5 per GB	**Mobile Without Borders
450	100GB Pooled Data Plan	\$425.00	\$425.00	\$5 per GB	**Mobile Without Borders
451	500GB Pooled Data Plan	\$2,000.00	\$2,000.00	\$5 per GB	**Mobile Without Borders
452	1TB Pooled Data Plan	\$3,750.00	\$3,750.00	\$5 per GB	**Mobile Without Borders

6 CLIN - Classic Data Only Plans

Classic Data Only Plans					
All plans in this section include Simple Global* and Unlimited Text messaging					
CLIN	Classic Data Only Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
425	Government - Unlimited Data Only	\$45.00	\$36.90	N/A	Mobile phone with no voice plan. No data speed reduction.
531	Government - Unlimited Mobile Internet	\$45.00	\$36.90	N/A	No data speed reduction

7 CLIN - International Data Add-ons

International Data Add-ons					
CLIN	International Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
555	International Flat rate 200MB	\$20.00	\$20.00	N/A	High speed data and tethering in Simple Global countries only. Tethering stops after data threshold is met. Data speed threshold slows to 128 kbps when data threshold is met
556	International Flat rate 500MB	\$35.00	\$35.00	N/A	
557	International Flat rate 1.5GB	\$50.00	\$50.00	N/A	
558	International Flat rate 5GB	\$100.00	\$100.00	N/A	



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8 CLIN – International Country Rates

CLIN	Termination Country	GSA Landline Termination	GSA Mobile Termination
1600	Canada	\$0.12	\$0.12
1601	China	\$0.17	\$0.18
1602	France	\$0.09	\$0.29
1603	Germany	\$0.09	\$0.34
1604	Israel	\$0.12	\$0.20
1605	Japan	\$0.09	\$0.25
1606	Mexico	\$0.07	\$0.33
1607	Netherlands	\$0.09	\$0.39
1608	United Kingdom	\$0.08	\$0.34

CLIN	Origination Countries	Voice Usage Per Minute	Text Usage Per SMS	Data Usage Per MB
1800	Canada	\$0.79		
1801	Canada		\$0.50	
1802	Canada			\$10.00
1803	China	\$3.59		
1804	China		\$0.50	
1805	China			\$15.00
1806	France	\$1.49		
1807	France		\$0.50	
1808	France			\$15.00
1809	Germany	\$1.49		
1810	Germany		\$0.50	
1811	Germany			\$15.00
1812	Israel	\$3.59		
1813	Israel		\$0.50	
1814	Israel			\$15.00
1815	Japan	\$2.69		
1816	Japan		\$0.50	
1817	Japan			\$15.00
1818	Mexico	\$1.79		
1819	Mexico		\$0.50	
1820	Mexico			\$15.00
1821	Netherlands	\$1.49		
1822	Netherlands		\$0.50	
1823	Netherlands			\$15.00
1824	United Kingdom	\$1.49		
1825	United Kingdom		\$0.50	
1826	United Kingdom			\$15.00

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9 CLIN – Other Features

Miscellaneous Features					
CLIN	Miscellaneous Plans	Commercial Price/line/month	GSA Price/line/month	Data Overage	Comments
453	Static IP Tier 1	\$7.00	\$5.74	N/A	
454	Static IP Tier 2	\$5.00	\$4.10	N/A	
455	Static IP Tier 3	\$3.00	\$2.46	N/A	
543	Push to Talk (PTT) including Group Talk	\$6.00	\$6.00	N/A	Monthly fee for access to Push to Talk with voice and data plan
627	Phone- First Web & Messaging	\$19.95	\$16.36		Unlimited Data and messaging add-on - data speeds may be prioritized after 5GB threshold is reached
707	Wireless Priority Access 5	\$0.75	\$0.62		Wireless Priority Service (WPS) per minute usage charge
1101	Pay-as-you-Go Data Add On	\$1.99	\$1.99		Metered Usage Per MB
1201	Pay-as-you-Go Data Only	\$1.99	\$1.99		Metered Usage Per MB
2005	Directory Assistance Per Use Feature	\$1.99	\$1.99		Per use cost
2006	Multimedia Broadcast Feature	\$9.99	\$9.99		
708	CSD Option	\$9.99	\$8.19		Circuit Switched Data - provides secure voice service
709	Family Allowances (used to disable 411 use)	\$40.00	\$32.80		Allows for monitoring and managing of users via T-Mobile Website
710	411 (information) call - usage per call	\$1.99	\$1.99		Per use cost
2225	Out of Plan Number Charge - per minute	\$0.01	\$0.01		Per minute use cost



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10 CLIN - Machine to Machine

Machine-to-Machine Plans				
CLIN	M2M Plans	Commercial Price/line/month	GSA Price/line/month	Data Coverage
2200	Connected Devices MRC, 1MB per month	\$5.00	\$4.10	30MB (no overage)
2201	Connected Devices MRC, 2MB per month	\$5.00	\$4.10	30MB (no overage)
2202	Connected Devices MRC, 5MB per month	\$5.00	\$4.10	30MB (no overage)
2203	Connected Devices MRC, 25MB per month	\$5.00	\$4.10	30MB (no overage)
2204	Connected Devices MRC, 50MB per month	\$10.00	\$8.20	200MB (overage \$0.10 per MB)
2205	Connected Devices Overage Per MB (or KB) (for Plans up to and including 50MB/month)	(specify per MB or KB)	(specify per MB or KB)	\$0.10 per MB
2206	Connected Devices MRC, 250MB per month	\$20.00	\$16.40	2GB
2207	Connected Devices MRC, 1GB per month	\$20.00	\$16.40	2GB
2208	Connected Devices MRC, 5GB per month	\$35.00	\$28.70	5GB
2209	M2M/Connected Devices Overage Per MB (or KB) (for Plans above 50MB/month)	(specify per MB or KB)	(specify per MB or KB)	(No overage speeds slow after 2GB or 5GB depending on plan)
2210	Offeror to Propose, MRC	N/A	N/A	N/A
2211	Offeror to Propose Overage Per MB (or KB)	(specify per MB or KB)	(specify per MB or KB)	(specify per MB or KB)
2224	SyncUP FLEET****	\$15.00	\$12.30	N/A

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11 CLIN -Private APN

Private APN Plans					
CLIN	Private APN Plans	Monthly Recurring Commercial Price	Per Line Fee	Managed Portal Per Line Fee	Lines Required
The service plans below are Private APN Plans.					
The customer will need an OC3 private line circuit or Ethernet connection supporting a 100 MB Ethernet circuit to run between the nearest T-Mobile Switch location and the customer's building. The pricing for this circuit varies due to the aforementioned variables. Therefore pricing will be provided to the customer at the time of the total quote.					
2212	Per Line Fee		\$5.00	\$2.00	100-499
2213	Per Line Fee		\$2.00	\$1.00	Less than 500
2214	SOC 1 (GSM with Managed Services) ENT Private APN Managed	\$7.00			100-499
2215	SOC 2 (GSM with Managed Services) ENT Private APN Managed	\$3.00			Less than 500
2216	SOC 3 (GSM Non-Managed Services) ENT Private APN	\$5.00			100-499
2217	SOC 4 (GSM Non-Managed Services) ENT Private APN	\$2.00			Less than 500
2218	SOC 5 (MBB with Managed Services) ENT Private APN MBB Managed	\$7.00			100-499
2219	SOC 6 (MBB with Managed Services) ENT Private APN MBB Managed	\$3.00			Less than 500
2220	SOC 7 (MBB Non-Managed Services) ENT Private APN MBB	\$5.00			100-499
2221	SOC 8 (MBB Non-Managed Services) ENT Private APN MBB	\$2.00			Less than 500
2223	One time set-up fee	\$2,500 One Time Fee			

Default equipment pricing is MSRP and Open Market for plans in this section, contact your sales representative for possible discounts.

***Simple Global International** - Automatic coverage in 140+ countries and destinations. Only at T-Mobile. Unlimited international data coverage and texting are included with a qualifying plan at no extra charge. It's just 20 cents per minute for calls to T-Mobile devices and landlines.

****Mobile Without Borders** - Enjoy wireless without borders. Get unlimited talk, text, and data throughout North America.

*****Gogo In-Flight** - Basic access includes unlimited messaging and one free hour of Wi-Fi access on Gogo-equipped flights.

******SyncUP FLEET** - Use of SyncUP FLEET is subject to acceptance of the T-Mobile SyncUP FLEET Terms and Conditions set forth herein and incorporated into this Contract (GS35F0503M).



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SIMPLE GLOBAL COUNTRY LISTING

Automatic coverage in 140+ countries and destinations.

Unlimited international data coverage and texting are included with a qualifying Simple Choice Plan at no extra charge. It's just 20 cents per minute for calls to mobile devices and landlines.

List current as of October 16, 2017. Visit www.t-mobile.com/international for current list of countries.

North America & Caribbean	Bonaire	Dominican Republic	Netherlands Antilles	Trinidad and Tobago
Anguilla	British Virgin Islands	Grenada	Saint Maarten	Turks and Caicos Islands
Antigua and Barbuda	Canada	Guadeloupe	St. Barthelemy	
Aruba	Cayman Islands	Haiti	St. Kitts and Nevis	
Barbados	Curacao	Jamaica	St. Lucia	
Bermuda	(Netherlands/Dutch Antilles)	Martinique	St. Martin	
	Dominica	Mexico	St. Vincent and the Grenadines	
		Montserrat		
South and Central America	Brazil	Ecuador	Honduras	Uruguay
Argentina	Chile	El Salvador	Nicaragua	Venezuela
Belize	Colombia	French Guiana	Panama	
Bolivia	Costa Rica	Guatemala	Peru	
	Easter Island	Guyana	Suriname	
Europe	Cyprus	Iceland	Monaco	Serbia
Aland Islands	Czech Republic	Ireland	Montenegro	Slovakia
Albania	Denmark	Isle of Man	Netherlands	Slovenia
Alderney	England	Italy	Northern Ireland	Spain
Armenia	Estonia	Jersey	Norway	Svalbard
Austria	Faroe Islands	Latvia	Poland	Sweden
Belarus	Finland	Liechtenstein	Portugal	Switzerland
Bosnia	France	Lithuania	Romania	Turkey
Belgium	Germany	Luxembourg	Russia	Ukraine
Bulgaria	Greece	Macedonia	San Marino	Vatican City
Canary Islands	Guernsey	Malta	Sark	Wales
Croatia	Hungary	Moldova	Scotland	
Asia & the Pacific	Christmas Island	Japan	Philippines	Turkmenistan*
Afghanistan	Georgia	Kazakhstan	Singapore	
Azerbaijan	Guam	Macau	South Korea	* Data unavailable in Turkmenistan
Australia	Hong Kong	Malaysia	Sri Lanka	
Cambodia	India	New Zealand	Taiwan	
China	Indonesia	Pakistan	Thailand	
Africa & Middle East				
Bahrain	Iraq	Kuwait	South Africa	United Arab Emirates
Egypt	Israel	Qatar	Uganda	
Ghana	Kenya	Saudi Arabia		Zambia

Additional charges apply in excluded destinations; included destinations subject to change at T-Mobile's discretion. Qualifying postpaid Simple Choice plan and capable device required. Taxes additional; usage taxed in some countries. **Unlimited talk & text features for direct communications between 2 people; others (e.g. conference & chat lines, etc.) may cost extra.** Communications with premium-rate (e.g., 900, entertainment, high-rate helpline) numbers not included and may incur additional charges. Calls over Wi-Fi are \$.20/min (no charge for Wi-Fi calls to U.S.). Coverage not available in some areas; we are not responsible for the performance of our roaming partners' networks. Activate no-cost upgrade for approx. 256kbps speeds; **standard speeds approx. 128 Kbps.** No tethering.



Additional Terms and Conditions

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Customer Information

1a	Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).	132-51 – IT Professional Services See Terms and Conditions for 132-51
1b	Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show	See pricelist starting on page 20
1c	If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item	N/A
2	Maximum Order	The Maximum Order value for Special Item Number 132-53 – Wireless Services is \$500,000.
3	Minimum Order:	The minimum dollar value of orders to be issued is \$100.
4	Geographic Coverage (delivery area):	The geographic scope of contract is domestic.
5	Point(s) of production (city, county, and State or foreign country).	N/A
	Discount from list prices or statement of net price:	See attached price list. Prices show the commercial pricing and the GSA discount pricing.
7	Quantity Discounts:	N/A
8	Prompt payment terms.	Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9a	Notification that Government purchase cards are accepted at or below the micro-purchase threshold	Government Purchase Cards are accepted at or below the micro-purchase threshold.
9b	Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.	Contractor will accept the Government Purchase Card above the micro-purchase threshold.
10	Foreign Items (list items by country of origin).	
11a	Time of Delivery:	<u>4 Business Days</u>
11b	Expedited Delivery	See 11d

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- 11c** Overnight & 2-day delivery: See 11d
- 11d** Urgent Requirements: When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
- 12** FOB Point(s)
- 13a** Ordering Address: T-Mobile USA, Inc.
601 Pennsylvania Ave., Ste. 800
Washington, DC 20004
- 13b** Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
- 14** Payment Address: T-Mobile
P.O. Box 742596
Cincinnati, OH 45274-2596
- 15** Legal Notice Address: T-Mobile USA, Inc.
Legal Department
12920 SE 38th Street
Bellevue, WA 98006
- 16** Warranty Provision: N/A
- 17** Export packing charges, if applicable:
- 18** Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
- 19** Terms and conditions of rental, maintenance, and repair (if applicable):
- 20** Terms and conditions of installation (if applicable):

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- | | | |
|------------|---|-------------------|
| 21 | Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). | |
| 22 | Terms and conditions for any other services (if applicable). | |
| 23 | List of service and distribution points (if applicable): | |
| 24 | List of participating dealers (if applicable): | |
| 25 | Preventive maintenance (if applicable): | |
| 26a | Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): | |
| 26b | Section 508 Compliance for EIT: If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.t-mobile.com . The EIT standard can be found at www.Section508.gov . | |
| 27 | Data Universal Number System (DUNS) number: | 06-8528376 |
| 28 | Notification regarding registration in Central Contractor Registration (CCR) database: | Yes (Cage: 3BQL1) |

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- TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 13253)
- USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS
- BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL ACQUISITION SCHEDULE
- BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS
- T-MOBILE SYNCUP FLEET TERMS AND CONDITIONS ("SyncUP FLEET T&Cs")
- EXHIBIT A: Other Provider Terms

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INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Acquisition Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA *Advantage*[™] on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA *Advantage*[™] and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract

The geographic scope of contract is domestic.

Contractor's Service Area

All Government locations within the scope of the contract.

2. Contractor's Ordering Address

T-Mobile USA, Inc.
Government Solutions
601 Pennsylvania Ave., Ste. 800
Washington, DC 20004

Contractor's Payment Address:

T-Mobile
P.O. Box 742596
Cincinnati, OH 45274-2596

Contractor's Legal Notice Address

T-Mobile USA, Inc.
Legal Department
12920 SE 38th Street
Bellevue, WA 98006

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance:

Phone: Denise Young → 678-690-3569

3. Liability for Injury or Damage

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279

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Block 9: G. Order/Modification Under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: 06-852-8376
 Block 30: Type of Contractor— Large Business
 Block 31: Woman-Owned Small Business No
 Block 36: Contractor's Taxpayer Identification Number (TIN): 91-1983600
 4a. CAGE Code: 3BQL1
 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. Delivery Schedule

a. **Time of Delivery:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-53</u>	<u>4 Business Days</u>

b. **Urgent Requirements:** When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other: None

8. Trade Agreements Act of 1979, as amended

All items listed in the Authorized IT Pricelist are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing

N/A

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.

11. Maximum Order

(The dollar amount is exclusive of any discount for prompt payment.)

The Maximum Order value for Special Item Number 132-53 – Wireless Services is \$500,000.

12. Use of Federal Acquisition Service Information Technology Schedule Contracts in Accordance with FAR 8.404

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

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Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Acquisition Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Acquisition Schedule Contractor.
- b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA *Advantage!*" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider—
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probable life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;
 - (6) Past performance; and
 - (7) Environmental and energy efficiency considerations.
- c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall—

Review additional Schedule Contractors'

 - (1) catalogs/pricelists or use the "GSA *Advantage!*" on-line shopping service;
 - (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
 - (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

 - (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
 - (2) Offer the lowest price available under the contract; or
 - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

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- d. **Blanket purchase agreements (BPAs).** The establishment of Federal Acquisition Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
 - e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
 - f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
 - g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.
13. **Federal Information Technology/Telecommunication Standards Requirements:** Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.
- 13.1 **Federal Information Processing Standards Publications (FIPS Pubs):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 **Federal Telecommunication Standards (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.
14. **Security Requirements.** In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are

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incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. **Contract Administration for Ordering Offices:** Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

An ordering office will be in default if it does not pay a sum when due or otherwise breaches the Contract. In case of default, the ordering office shall remain responsible for payment of all charges and fees due, and the Contractor shall have the right to discontinue service. In an effort to avoid service interruptions on past due accounts, the Contractor will notify a GSA-authorized point of contact of an account's past due status. For a period of up to 60 days after such notification, the Contractor and GSA will attempt to resolve the past due issue by working to identify any unapplied or misapplied payments or by encouraging the past due ordering office to make required payments, such as the case may be. After the 60-day period, the Contractor shall have the right to terminate service. Nothing herein shall alter the rights and obligations of the parties under the Prompt Payment Act. (T-Mobile's primary point of contact for escalations on payment resolution will be Denise Young (denise.young@T-Mobile.com).)

16. **GSA Advantage!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is www.fss.gsa.gov/.

17. **Purchase of Open Market Items**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Acquisition Schedule contract.

For administrative convenience, an ordering office contracting officer may add items not on the Federal Acquisition Multiple Award Schedule (MAS)—referred to as open market items—to a Federal Acquisition Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if—

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Acquisition Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering office contracting officer has determined the price for the items not on the Federal Acquisition Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Acquisition Schedule; and
- (4) All clauses applicable to items not on the Federal Acquisition Schedule are included in the order.

18. **Contractor Commitments, Warranties and Representations**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;



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- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Acquisition Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows: "BPAs may be established with Federal Acquisition Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Acquisition Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building.

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or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. Section 508 Compliance.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.t-mobile.com.

The EIT standard can be found at www.Section508.gov.

24. Prime Contractor Ordering from Federal Acquisition Schedules.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Acquisition Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order -

- (a) A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Acquisition Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Acquisition Schedule contract, the latter will govern.



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**TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES
(SPECIAL ITEM NUMBER 132-53)**

1. Acceptance Testing

Once the Government has activated a line of service, the Government has 14 days to conduct testing to ensure that the equipment and service are satisfactory. After 14 days of active service, the service and equipment are deemed accepted.

2. Equipment

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and Government-furnished devices that conform to the cellular service furnished by the Contractor.

3. Warranty

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

T-Mobile USA Inc. Limited Warranty

- A. Limited Warranty. *This warranty is a limited warranty only and is subject to the limitations contained herein.*
- B. Parties Who Can Enforce the Warranty. *This limited warranty extends only to the Agency listed as the initial Agency on the initial T-Mobile wireless service account associated with the Unit (the Service Account). This limited warranty is not assignable or transferable to any subsequent purchaser or user. Only Agency and no other person or entity, shall have the right to enforce this limited warranty.*
- C. Identification of Covered Parts and Products. *This limited warranty covers all parts of the Unit, except any housing and cosmetic parts which shall not be covered under this limited warranty. Unit, as used in this limited warranty, means the phone receiving and transmitting equipment provided to Agency by T-Mobile USA, Inc. (Warrantor), either (A) new, or (B) as a replacement pursuant to the terms of any warranty by Warrantor, but excluding any replacement equipment or repaired equipment provided to Agency at Agency's additional cost or otherwise provided to Agency outside the scope of this limited warranty (Excluded Equipment), even if such Excluded Equipment is provided by Warrantor. Any and all Excluded Equipment is excluded from this limited warranty and may or may not be covered by a separate warranty.*
- D. Warranty Duration. *The limited warranty for the Unit extends for one (1) year (the limited warranty period) beginning on the date the Service Account was established or the date on which Agency receives the Unit, whichever is earlier. The limited warranty only covers the Unit until the end of the limited warranty period, no matter when or in what condition the Unit is provided to Agency, and does not cover any Unit provided after the termination of the limited warranty period.*
- E. Warrantors Performance Obligations. *During the limited warranty period, Warrantor will repair or replace, at Warrantors option, any defective parts of the Unit that will not operate properly for their intended use, unless the defect or damage is caused by or is the result of abnormal use or conditions, improper storage, unauthorized modifications, connections, or repair, misuse, neglect, accident, alteration, improper installation, or other acts which are not the fault of Warrantor or the manufacturer of the Unit or which are not covered by the manufacturer's warranty for the Unit, including damage caused by shipping. No charge will be made to Agency for any such parts so repaired or replaced. Warrantor also will pay for the labor charges incurred by Warrantor in repairing or replacing the defective parts and shall pay for the cost of shipping any replacement parts or Unit to Agency. Warrantor will not pay the cost of rental or alternative equipment or any other expenses*

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other than as expressly indicated above. Parts not covered by this limited warranty will be repaired or replaced by Warrantor only at Agency expense.

- F. Agency Duties. *If a problem with the Unit develops during the limited warranty period, Agency shall take the following steps:*

(1) Agency shall promptly notify Warrantor of such problem before the expiration of the limited warranty period by telephone at T-Mobile Customer Care, 1-800-937-8997.

(2) Agency shall provide all information requested by Warrantor's representatives during such telephone call, including Agency's name, address, telephone number, and proof of purchase;

(3) Agency shall agree to pay for the costs of the repair or replacement of any part of a Unit if such repair or replacement is not covered by this limited warranty, and if Agency so agrees, (a) Warrantor will ship Agency with a replacement Unit at Warrantor's expense, (b) Agency will follow the instructions included with the replacement Unit, including instructions for replacing the Smart Card, and (c) following receipt of the replacement Unit, Agency shall ship the problem Unit as instructed by Warrantor via U.S. Postal Service to: T-Mobile Return Center 840 West Sandy Lake Road, Coppell, TX 75019.

(4) If Agency does not agree to pay for the costs of the repair or replacement of any part or Unit if such repair or replacement is not covered by this limited warranty, Agency shall ship the problem Unit pre-paid and insured via U.S. Postal Service to T-Mobile Return Center 840 West Sandy Lake Road, Coppell, TX 75019. Agency shall include a return address, daytime telephone number and/or fax number, and a complete description of the problem. Warrantor shall ship a replacement Unit to Agency only if the defective part or unit is covered by this limited warranty, and Agency will follow the instructions included with the replacement Unit, including instructions for replacing the Smart Card. Otherwise, any part or Unit sent to Warrantor and not covered by this limited warranty shall be returned freight collect without repair or replacement to Agency.

(5) Agency shall have no coverage or benefits under this limited warranty if Agency fails to notify Warrantor of any problems during the limited warranty period or fails to follow the instructions provided to Agency by Warrantor.

- G. Limitations on Implied Warranties. *Any implied warranty of merchantability, or fitness for a particular purpose or use, shall be limited to the duration of the foregoing written limited warranty. Otherwise, the foregoing warranty is Agency's sole and exclusive remedy against warrantor and is in lieu of all other warranties by warrantor express or implied. At the expiration of the limited warranty period, warrantor hereby disclaims any and all implied warranties for the equipment, including the warranties of merchantability and fitness for a particular purpose, and Agency agrees to thereafter accept the equipment in an as is condition with all faults.*

- H. Limitations of Damages and Agency Remedies. *Warrantor shall not be liable for incidental, consequential, special, punitive or other damages or a loss of anticipated benefits or profits, resulting from, related to or arising out of the purchase or use of the unit or from the breach of this limited warranty even if warrantor knew the likelihood of such damages; provided, however, that nothing herein shall preclude any Government right to recover compensatory damages for any personal injury associated with personal use of the equipment during the limited warranty period. Government shall have the right to recover any damages for any injury or claim or arising of or related to Agency's use of the equipment after the expiration of this limited warranty.*

- I. Warranty Registration Cards. *No warranty registration card need be returned as a condition for coverage under this limited warranty.*

- J. Manufacturers Warranties. *The manufacturer of the equipment may provide a limited warranty for the Unit. A copy of such warranty is available upon request at no cost to Agency. Agency may wish to elect the remedies provided by such manufacturers limited warranty in lieu of the remedies provided by this limited warranty.*

- K. Warranty Inquiries. *Questions concerning this limited warranty or the manufacturer's warranty may be directed to: T-Mobile USA, Inc., T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380.*

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The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within ten (10) business days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) business days after notification.

4. Management and Operations Pricing

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. Training

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Assistance is free of charge via T-Mobile Customer Care at (800) 937-8997.

6. Monthly Reports

In accordance with commercial practices, the Contractor may furnish the Agency/User with a monthly summary activity report.

7. Wireless Service Plan

(a) Describe the wireless service plan and eligibility requirements, including, but not limited to, service area, monthly service charge, minutes included, etc.

There are many T-Mobile wireless plans available. The applicable service areas, number and type of minutes included, activation fees, and monthly recurring charges for each plan are described in detail in our GSA Authorized IT Pricelist.

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

The charges for additional minutes, additional text messages, additional lines, long distance, voice mail retrieval, roaming, and additional browsing vary per plan. Each plan is described in detail in our GSA Authorized IT Pricelist.

(c) Describe corporate volume discounts and eligibility requirements.

All volume discounts are built into T-Mobile's pricing.



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USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

T-Mobile USA, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

- ❑ To actively seek and partner with small businesses.
- ❑ To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- ❑ To develop and promote company policy initiatives demonstrating our support for awarding contracts and subcontracts to small business concerns.
- ❑ To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- ❑ To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- ❑ To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- ❑ To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Denise Young by phone at 678-770-0951, or by email at denise.young@t-mobile.com.

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**BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL ACQUISITION
SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and T-Mobile USA, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Acquisition Schedule Contract GS-35F-0503M.

Federal Acquisition Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Acquisition Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Agency _____ Date _____ Contractor _____ Date _____

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**General Purpose IT Equipment, Software, and Services
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BPA NUMBER _____**

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition Schedule Contract Number GS-35F-0503M, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES/DATES
_____	_____
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

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- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Acquisition Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS

Federal Acquisition Schedule Contractors may use Contractor Team Arrangements (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Acquisition Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Acquisition Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Acquisition Schedule Contractors may individually meet the customers' needs, or
- Federal Acquisition Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

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T-MOBILE SYNCUP FLEET TERMS AND CONDITIONS ("SyncUP FLEET T&Cs")

If the GSA or any other government agencies purchase T-Mobile SyncUP FLEET services, the following terms and conditions will apply. References to "Agreement" in this SyncUP FLEET T&Cs means the current and executed agreement between the GSA and T-Mobile.

1. **Description of SyncUP Fleet Device and Service.** T-Mobile will provide to Customer under this SyncUP Fleet T&Cs the SyncUP FLEET device ("SyncUP FLEET Device") that is designed for use in connection with the SyncUP FLEET services described in this Section. The SyncUP FLEET Device includes the software embedded on the SyncUP FLEET Device. The SyncUP FLEET services T-Mobile will provide to Customer under this SyncUP Fleet T&Cs consist of the following (collectively, the "SyncUP FLEET Service"): (a) the Network Service, as defined below; (b) the SyncUP FLEET web portal (the "Portal"), including its associated media, online, electronic, and printed documentation, and the updates and upgrades that replace or supplement the Portal; (c) the SyncUP FLEET mobile application (the "App"), including its associated media, online, electronic, and printed documentation, and the updates and upgrades that replace or supplement the App; and (d) any other service made in connection with the SyncUP FLEET Device, Portal, or App. The "Device" as defined in the Agreement includes the SyncUP FLEET Device as described in this SyncUP Fleet T&Cs, and the "Service" as defined in the Agreement includes the SyncUP FLEET Service as described in this SyncUP Fleet T&Cs. The fees for using the SyncUP FLEET Service are listed in GSA Schedule 70.
2. **Consent to Use of Location-Based Information.** Customer acknowledges and accepts that T-Mobile will use and share the information collected in connection with the SyncUP FLEET Service in compliance with its Privacy Policy located at www.t-mobile.com/privacy. Certain features of the SyncUP FLEET Device and SyncUP FLEET Service are designed to collect and share information about a vehicle's location with an App or Portal user. For these features to work, the vehicle must have the SyncUP FLEET Device installed, powered on, connected to a data network, and have GPS active. The SyncUP FLEET Device and SyncUP FLEET Service will collect geo-location data after installation and activation. Customer may revoke its consent to the collection of geo-location data at any time by uninstalling the SyncUP FLEET Device. Customer acknowledges and agrees to provide notice to each end user of the SyncUP FLEET Device and SyncUP FLEET Service that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.
3. **Service Partner Data Sharing.** T-Mobile provides the SyncUP FLEET Service in collaboration with Geotab Inc. ("Geotab") and its third party service providers: Google, Here, and Mapbox. To enable the SyncUP FLEET Service, the information collected by the App and SyncUP FLEET Device, such as location, engine and subsystem diagnostic trouble codes, and other information will be shared with Geotab. In addition, certain information, including location data, will be transmitted to Google, Here, and Mapbox's servers. Data shared with Geotab's partners are governed by the third party service provider's terms which are listed in Exhibit A to this SyncUP Fleet T&Cs (the "Other Provider Terms").
4. **Updates to These Terms.** Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge that the terms of this SyncUP Fleet T&Cs may be changed, modified, supplemented, or updated by T-Mobile from time to time by notice from T-Mobile to Customer via: (a) a prompt that will allow Customer to read the new or modified terms; or (b) by electronic mail. If the change, modification, supplement or update will have a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of fourteen (14) days' notice of the change, modification, supplement or update. Customer accepts the change, modification, supplement or update by continuing to use the SyncUP FLEET Device or SyncUP FLEET Service after the effectiveness such change, modification, supplement or update. Unless otherwise indicated, any new content, products, services or functionality added to the SyncUP FLEET Device or SyncUP FLEET Service will also be subject to this SyncUP Fleet T&Cs effective upon the date of their addition.
5. **Vehicle Compatibility.** In order for Customer to use the SyncUP FLEET Service, the SyncUP FLEET Device must be properly installed in a compatible vehicle. Customer agrees to only use the SyncUP FLEET Device and SyncUP FLEET service with compatible vehicles. T-Mobile will not be responsible for any failure of functionality or safety caused by the failure to install the SyncUP FLEET Device in a compatible vehicle, or in accordance with the installation guidelines. Check vehicle compatibility here: <https://business.t-mobile.com/devices/t-mobile-syncup-fleet>.

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- 6. License.** Subject to the terms of this SyncUP Fleet T&Cs, T-Mobile grants Customer a limited, revocable, non-exclusive right to install and use the SyncUP FLEET Device in a vehicle owned or controlled by Customer and to use any software, firmware, and intellectual property (collectively "software") embodied in the SyncUP FLEET Device and SyncUP FLEET Service solely for Customer's own internal business purposes and solely in connection with Customer's use of the SyncUP FLEET Device and SyncUP FLEET Service. Except as otherwise provided herein, such rights are non-assignable, non-transferrable, and non-sublicensable. Customer will not modify, extract, copy, distribute, transfer, or reverse engineer the SyncUP FLEET Device or SyncUP FLEET Service, or use the software in connection with any other product or for use on any other device. Customer agrees to only use the SyncUP FLEET Device and SyncUP FLEET Service in accordance with this SyncUP Fleet T&Cs and all applicable laws and regulations. Customer further agrees not to install or use the SyncUP FLEET Device in any vehicle that is not owned or controlled by Customer, or where Customer does not have permission to install or use the SyncUP FLEET Device in such vehicle. Customer acknowledges and agrees to provide notice to each end user of the SyncUP FLEET Device and SyncUP FLEET Service that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.
- 7. Ownership.** The SyncUP FLEET Device and SyncUP FLEET Service are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any SyncUP FLEET Device to Customer hereunder, except for the rights expressly granted to Customer under this SyncUP Fleet T&Cs, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the SyncUP FLEET Device and SyncUP FLEET Service and any copies thereof (regardless of the form of media upon which such copies are recorded) are and shall remain exclusively owned by T-Mobile and T-Mobile's licensors. Customer shall not remove or attempt to remove any mark, label, or legend from the SyncUP FLEET Device.
- 8. Protective Measures.** The SyncUP FLEET Device and SyncUP FLEET Service may contain technological measures (including the ability to disable the SyncUP FLEET Device) designed to prevent the illegal usage of software or other violations of this SyncUP Fleet T&Cs or applicable law. Customer agrees not to circumvent or attempt to circumvent such measures.
- 9. Network Service.** T-Mobile makes wireless connectivity and certain data services available to Customer through the SyncUP FLEET Device and SyncUP FLEET Service. The "Network Service" means the wireless services provided to Customer by T-Mobile, which are subject to the agreement between the government agency purchasing these SyncUP Fleet T&Cs and T-Mobile. This SyncUP Fleet T&Cs supplements and does not amend Customer's Terms and Conditions for Network Service, and do not limit or restrict any warranties or other terms including in the SyncUP FLEET Device package. T-Mobile is not responsible for connections with the SyncUP FLEET Device and SyncUP FLEET Service that are not provided via the Network Service, including connectivity to the Portal or App.
- 10. Updates and Patches.** T-Mobile and its suppliers will endeavor to continuously improve the SyncUP FLEET Device and SyncUP FLEET Service and may, from time to time, cause software updates to be automatically installed with or without prior notification to Customer or provide access to updates through T-Mobile's website. Customer hereby consents to such automatic installations and agree to use only the updated version once it has been installed.
- 11. Restrictions.** To the fullest extent permissible under applicable law, Customer agrees not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of the SyncUP FLEET Device or SyncUP FLEET Service, whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of the SyncUP FLEET Device or SyncUP FLEET Service; (c) use the SyncUP FLEET Device or SyncUP FLEET Service in a manner that violates laws or rights of others; (d) use the SyncUP FLEET Device or SyncUP FLEET Service as part of a failsafe design for dangerous or emergency applications, as part of control measures required for hazardous materials, life support systems or munitions or weapons, in the nuclear or radioactive material transportation industry or in any operations involving radioactive or hazardous materials; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the SyncUP FLEET Service; (f) attempt, or
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cause, permit or encourage any other person to do any of the foregoing; (g) for insurance purposes, use the SyncUP FLEET Device or SyncUP FLEET Service in association with driving, driver or vehicle activity or performance; or (h) track any end user of the SyncUP FLEET Device and SyncUP FLEET Service without informing him or her that his or her location information will be accessed and/or disclosed to Customer, and those designated by Customer to use the SyncUP FLEET Service for this purpose.

12. Compliance. Customer shall comply with all applicable laws, including export control laws and regulations of the USA and Canada. Customer shall not export or re-export any SyncUP FLEET Device directly or indirectly in contravention of such laws or regulations. Customer further acknowledges that the SyncUP FLEET Device cannot be exported to, or used in, countries listed on Canada's Area Control List, including (as of the SyncUP Fleet T&Cs Effective Date) North Korea.

13. Security. Customer should keep all user identification and passwords (Customer's "Login Credentials") secure. Customer is solely responsible for any actions taken using Customer's Login Credentials. If Customer believes the security of Customer's Login Credentials has been compromised, or Customer suspects unauthorized use, Customer must promptly notify T-Mobile. T-Mobile and its suppliers will be entitled to treat all communications, instructions and transactions as authorized by Customer if Customer's Login Credentials are used, unless Customer has notified T-Mobile of a compromise or unauthorized use of Customer's Login Credentials. If T-Mobile suspects, in T-Mobile's reasonable opinion, fraudulent or unauthorized activity on Customer's account, T-Mobile and its suppliers reserve the right to terminate or suspend Customer's access to T-Mobile's website or any applicable services or both and will use reasonable efforts to contact Customer. Customer should not enter confidential information into the App or Portal. Customer acknowledges and agrees not to enter or track social security numbers, financial account numbers, credit or debit card numbers, in combination with any required security code, access code, or password that would permit access to an individual's financial account; health or medical information; or health insurance information via the SyncUP FLEET Service.

14. Term and Termination. The term of this SyncUP Fleet T&Cs shall commence on the SyncUP Fleet T&Cs Effective Date and shall continue on a month-to-month basis. Either Party may terminate this SyncUP Fleet T&Cs without cause upon thirty (30) days' written notice to the other Party. Either Party may terminate this SyncUP Fleet T&Cs without penalty if the other Party materially breaches this SyncUP Fleet T&Cs and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. This SyncUP Fleet T&Cs and all rights and obligations hereunder, except those expressly indicated to survive, shall terminate immediately upon termination or expiration of the Agreement. Upon expiration or termination of this SyncUP Fleet T&Cs, all rights and obligations granted hereunder, except those expressly indicated to survive, shall immediately terminate. Unless otherwise set forth in the Agreement or this SyncUP Fleet T&Cs, termination or expiration of this SyncUP Fleet T&Cs does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this SyncUP Fleet T&Cs: Sections 1, 3, 7, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 and Exhibit A.

15. Third Party Content and Services. T-Mobile, through the SyncUP FLEET Device and SyncUP FLEET Service, may provide access to, and make available to Customer, third party mobile applications, services, websites, or other third party content (collectively the "Third Party Services"). The Third Party Services are provided to Customer for Customer's convenience, and T-Mobile takes no responsibility for, and makes no warranty regarding, and does not endorse any Third Party Services. Customer's use of any Third Party Service is subject to Customer's agreement with those service providers and any SyncUP FLEET data Customer consents to share is subject to the service provider's privacy policy. Customer's use of the Third Party Services is completely at Customer's own risk.

16. Disclaimers and Warnings. In addition to the disclaimers in the Agreement, the following additional disclaimers apply to the SyncUP FLEET Device and SyncUP FLEET Service. Neither T-Mobile nor T-Mobile's licensors or suppliers are responsible for any harms resulting from Customer's use of the App, including download, installation, use, or transmission failure, or alterations the App may make to the functionality of Customer's SyncUP FLEET Device, handset, OBDII port or other software or hardware, including any changes that may affect Customer's wireless plan, service, or billing, malfunction, data loss, data access by unauthorized third parties or others in the event of accidents. Neither T-Mobile nor T-Mobile's licensors or suppliers are

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responsible for any harms arising from Customer's installation or use of the SyncUP FLEET Device, including any damage to Customer or Customer's vehicle, or any voiding of Customer's vehicle warranty,

16.1 T-Mobile does not warrant that Customer's use of the SyncUP FLEET Device or SyncUP FLEET Service will result in any savings or efficiencies in the operation of Customer's vehicle or that the detection of mechanical or technical errors in Customer's vehicle will be accurate or error-free. The SyncUP FLEET Device and SyncUP FLEET Service are not intended to replace the advice, guidance or diagnosis of licensed mechanics or proper vehicle maintenance. Customer is solely responsible for the operation of Customer's vehicle—including while using the SyncUP FLEET Device and SyncUP FLEET Service. Customer acknowledges and agrees that, under no circumstance, will T-Mobile be responsible for any accident, damage, liability, bodily injury or death that might occur to Customer, Customer's property, third parties or their property, even if the SyncUP FLEET Device or SyncUP FLEET Service may have or did contribute to the cause of the accident, damage, liability, bodily injury or death.

The SyncUP FLEET Device and App are operable even while Customer's vehicle is in motion. It is very important that Customer and others ALWAYS EXERCISE CAUTION AND DRIVE APPROPRIATE TO ROAD CONDITIONS AND IN ACCORDANCE WITH ALL TRAFFIC LAWS, INCLUDING LAWS REGARDING OPERATION OF SMARTPHONES WHILE DRIVING. The information provided by the SyncUP FLEET Device and SyncUP FLEET Service is not intended to replace the information provided to Customer on the road (for example, traffic signs, lane closures, police instructions) or through operation of Customer's vehicle. ALWAYS DRIVE SAFELY AND DO NOT RELY ON THE SYNCUP FLEET DEVICE OR SYNCUP FLEET SERVICE TO PROVIDE ACCURATE INFORMATION REGARDING DIRECTIONS, ROAD CONDITIONS OR DRIVING HAZARDS.

17. Confidentiality and Data Transfer. Customer acknowledges and agrees that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using the SyncUP FLEET Devices or the SyncUP FLEET Service. Customer shall not provide third parties with access to any software and non-public information in and regarding the SyncUP FLEET Devices or the SyncUP FLEET Service and any other confidential information that T-Mobile or T-Mobile's suppliers provide without T-Mobile's prior written consent, except to Customer's employees, subject to adequate confidentiality agreements.

18. Vehicle Data. With respect to any vehicle data generated by and associated with the SyncUP FLEET Devices installed in Customer's vehicles ("Individual Vehicle Data") that is transmitted or processed using the SyncUP FLEET Devices or the SyncUP FLEET Service, Customer hereby instructs T-Mobile and its suppliers and grants T-Mobile and its suppliers the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to T-Mobile and T-Mobile's suppliers, including the provision, administration, troubleshooting and improvement of the SyncUP FLEET Devices or the SyncUP FLEET Service or as required by applicable law.

19. Aggregated Data. Customer acknowledges that T-Mobile's supplier compiles, stores and uses aggregated data and system usage information to monitor and improve the SyncUP FLEET Devices and SyncUP FLEET Service and for limited promotional purposes. This aggregated data is no longer associated with a SyncUP FLEET Device and as such is not Individual Vehicle Data. T-Mobile's supplier will not attempt to disaggregate the data or re-associate it with a SyncUP FLEET Device without Customer's consent, or unless legally compelled to do so or required to do so for safety or troubleshooting purposes.

20. Feedback. Customer understands and agrees that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that Customer provides or which is made available to or gathered by T-Mobile's supplier arising from or related to Customer's use, testing, integration or evaluation of the SyncUP FLEET Device or SyncUP FLEET Service, including T-Mobile's supplier's website and including in the course of utilizing support, maintenance or other services ("Feedback"), shall be jointly owned by Geotab and its suppliers as tenants in common (and for greater certainty, no party will have a duty to account to any other party and each party will be free to use, exploit, modify, transfer or sell Feedback or its rights therein or thereto without the consent of any other party). Without limiting the generality of the foregoing, Feedback may be used by Geotab and its suppliers to modify, enhance, maintain and improve the SyncUP FLEET Device and SyncUP FLEET Service or otherwise without any obligation or payment to Customer or to any of Customer's customers whatsoever.

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21. Installation Warning. Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to Customer's vehicles. If Customer is uncertain that it has the requisite skills and understanding to install the SyncUP FLEET Device, Customer must consult with an authorized reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to Customer's vehicle. Installation or servicing may also require modifications to Customer's vehicle. Failure to comply with procedures specified in the installation instructions for a SyncUP FLEET Device, or attempting to install the SyncUP FLEET Device without adequate knowledge of the SyncUP FLEET Device, proper installation, configuration, servicing, repair or removal procedures, or Customer's vehicle may result in damage to the SyncUP FLEET Device or Customer's vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. Customer understands that any such activities not performed by an authorized reseller or installer will be at Customer's sole risk, and that T-Mobile will not be responsible for any failures in SyncUP FLEET Device functionality or safety caused by: (a) improper installation; (b) alteration or servicing of the SyncUP FLEET Device by anyone other than an authorized installer; (c) unauthorized modification or use of the SyncUP FLEET Device not in accordance with its specifications; (d) use of the SyncUP FLEET Device with third party products not approved or provided by T-Mobile; or (e) damage to the SyncUP FLEET Device by weather, tampering, misuse, accident or negligence. Customer hereby releases and forever discharges, and will indemnify and T-Mobile, T-Mobile's affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which Customer or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, the same.

22. Assignment. This SyncUP Fleet T&Cs and any rights granted to Customer under this SyncUP Fleet T&Cs may not be transferred or assigned by Customer, in whole or in part, whether voluntarily, by operation of law, or otherwise, without T-Mobile's prior written consent and any such attempted assignment or transfer shall be null and void, except that Customer may assign this SyncUP Fleet T&Cs in its entirety to a purchaser of all or substantially all of Customer's assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent any upon written notice to T-Mobile. Subject to the foregoing, this SyncUP Fleet T&Cs will inure to the benefit of and be binding upon the respective successors and permitted assigns of Customer and T-Mobile. This SyncUP Fleet T&Cs may be assigned or novated by T-Mobile in its sole discretion by way of written notice to Customer.

23. Accessibility. Company acknowledges that the SyncUP FLEET Device and SyncUP FLEET Service may not be in conformance with accessibility standards, including Section 508 of the Rehabilitation Act and its implementing regulations.

24. Miscellaneous. The Agreement and this SyncUP Fleet T&Cs (including Exhibit A to this SyncUP Fleet T&Cs), and any additional terms referenced therein, constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this SyncUP Fleet T&Cs, and govern Customer's use of the SyncUP FLEET Device and SyncUP FLEET Service. The Agreement and this SyncUP Fleet T&Cs supersedes all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the SyncUP FLEET Device and SyncUP FLEET Service. This SyncUP Fleet T&Cs supplements and does not supersede any materials provided in the SyncUP FLEET Device package by the manufacturer.

Geotab is intended by Customer and T-Mobile to be, and will be, a third party beneficiary of this SyncUP Fleet T&Cs with the right to enforce this SyncUP Fleet T&Cs directly against Customer.

Use of SyncUP Fleet is subject to acceptance of the T-Mobile SyncUP Fleet-specific terms and conditions, which are set forth herein and incorporated into this Contract (GS35F0503M).



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EXHIBIT A
Other Provider Terms

The SyncUP FLEET Device and SyncUP FLEET Service contain or function in connection with software, services, and other SyncUP FLEET Devices provided under license by Geotab or its third parties. Geotab and its third-party providers require T-Mobile to pass through their terms to Customer. By entering into the SyncUP Fleet T&Cs, Customer also accepts these Other Provider Terms, which contain important terms and conditions that affect Customer's rights and obligations and also govern the ways that Geotab's third parties handle the use and collection of Customer's data. Collection and use of data by these other providers may differ from the way that T-Mobile handles user data. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by accepting such Other Provider Terms as part of the SyncUP Fleet T&Cs, Customer agrees to accept amended versions of such Other Provider Terms. Customer agrees that it is Customer's responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

1. DATA STORAGE

Data storage for SyncUP FLEET is provided by Geotab and Google. Currently Geotab uses Google Cloud Platform as its primary cloud data storage provider. As such, Customer's data will be stored on Google's servers in various locations. The following terms are applicable to data storage services. If Customer has any questions about where Customer's Individual Vehicle Data is stored, please contact Geotab.

Google Cloud Platform Terms

Consent. Customer consents to the transmission, storage, use and processing of Customer's data by T-Mobile, T-Mobile's supplier and/or Google according to these Other Provider Terms using Google's Cloud Platform. By using the services, Customer consents to this processing and storage of Customer's data. Under these Other Provider Terms, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. Customer agrees to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of Customer's data.

U.S. Government Users. The services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

2. POSTED SPEED LIMIT DATA

If Customer is using posted speed limit data provided by HERE, the following terms apply to Customer.

Copyright. The posted speed limit data ("Speed Data") is provided for Customer's personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by Customer, on the one hand, and T-Mobile's supplier and its licensors (including their licensors and suppliers) on the other hand.

© 2017 HERE. Copyright notices for specific countries can be found at: <https://legal.here.com/terms/general-content-supplier/terms-and-notices/>. All rights reserved.

Internal Business Use Only. Customer agrees to use this Speed Data together with the SyncUP FLEET Devices and SyncUP FLEET Service for the internal business purposes for which Customer was licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Customer may copy this Speed Data only as necessary for Customer's internal business use to (a) view it; and (b) save it, provided that Customer does not remove any copyright notices that appear and does not modify the Speed Data in any way. Customer agrees not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where Customer has been specifically licensed to do so by T-Mobile or its supplier, and without limiting the preceding paragraph, Customer may not (a) use this Speed Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

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HERE End User Terms. Except for use as part of the SyncUP FLEET Devices, where Customer has been specifically licensed by T-Mobile and/or its supplier, Customer agrees that Customer is bound by the HERE End User Terms, available at <https://legal.here.com/en/terms/eula/us>.

3. GOOGLE MAPS TERMS

If Customer is using map data provided by Google, the following terms apply to Customer:

Google Universal Terms of Service. Customer agrees to be bound by Google's Universal Terms of Service, available at <https://www.google.com/intl/ALL/policies/terms/>.

Google Maps Terms. Customer agrees to be bound by the Google Maps Terms, available at https://www.google.com/help/terms_maps.html.

Google Legal Notices. Customer agrees to be bound by Google's Legal Notices, available at: http://www.google.com/intl/en-us/help/legalnotices_maps.html.

Google Maps Acceptable Use Policy. Customer agrees to be bound by the Google Maps Acceptable Use Policy, available at https://www.google.com/work/earthmaps/legal/universal_aup.html.

License to Google under Privacy Policy. Customer agrees to grant Google a license to use Customer's data to enable Google to provide and improve the map service and treat Customer's data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

Export Laws. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Prohibited Territory. Customer agrees to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html.

Consent. Customer agrees to consent - and to obtain the consent of every driver and other person whose location can be determined with the SyncUP FLEET Device and Google services - to T-Mobile and T-Mobile's suppliers obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

US Government Users. The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs, Government flow down provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any supplementary documentation.

The Universal Terms section entitled "Business uses of our Services" is replaced in its entirety with the following:

"If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgments, litigation costs and legal fees."

For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any



**General Purpose IT Equipment, Software, and Services
Authorized FSS IT Schedule 70 Pricelist**

dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara county, California, and the parties consent to personal jurisdiction in those courts."

All access of use of Google Maps/Google Earth by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in Legal Notices; set out here for convenience:

- A. This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- B. This computer software may be:
- Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - Reproduced for safekeeping (archives) or backup purposes;
 - Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
 - Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and
 - Used or copied for use with a replacement computer.
- C. Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.
- D. Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- E. This notice will be marked on any reproduction of this computer software, in whole or in part.

4. HERE MAPS TERMS

If Customer is using map data provided by HERE, the following terms apply to Customer.

HERE End User Terms. Customer understands and acknowledges that map and related data or services provided by or through HERE (the "HERE Location Platform Services"), is subject to HERE's end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and "report and issue" links for purposes of reporting e.g. privacy concerns related to images (collectively, "End User Terms"), and Customer confirms that its accepts and agrees to such End User Terms.

5. MAPBOX MAP TERMS

If Customer is using map data from Mapbox, the following terms apply to Customer.

License to Use Customer's Data. Limited to the purpose of hosting Customer's content so that mapping services can be provided, Customer grants Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror Customer's content on its distributed platform. Customer warrants, represents, and agrees that Customer has the right to grant Mapbox these rights.

US Government. If Customer is a US Government User there are modified/additional terms that apply to Customer; available at: <https://www.mapbox.com/usg-terms/>.

CIRA INFOTECH STATEMENT OF WORK AGREEMENT



Cira Infotech

5755 N Point Parkway, Suite 81, 82
Alpharetta, GA 30022

SOW for Agreement to Perform “Check Point Firewall Services” to the client of “Gary Community School Corporation”

<p>Date April 15, 2020</p>	<p>Services Performed By: Cira Infotech 5755 N Point Parkway, Suite 82 Alpharetta, GA 30022</p>	<p>Services Performed “Gary Community School Corporation 9th Avenue & Gerry Street Gary, IN 46406</p>
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This Statement of Work (SOW) is issued for the IT Consulting Services between “Gary School District” (“Client”) and Cira Infotech (“Supplier”), effective on the date of execution (the “Agreement”). This SOW is subject to the terms and conditions contained in the Master Services Agreement between the parties and is made a part thereof.

Period of Performance

The Services shall commence on the date of execution and shall continue for a period of 1 Year.

Scope of Work

Cira Infotech Implementation Support scope includes:

1. Provisioning Secured hardware and software requirements based on best practices.
2. Securing logistics for a successful accelerated implementation.
3. In coordination with the Chromebook implementation, establish a “white glove” implementation program for the CIPA compliant internet hotspots that includes:
 - Creation of custom SSID/Network Name.
 - Creation of randomized Hot Spot passwords.
 - Admin Portal Configuration.
 - Configuration of content filtering.
 - Configuration of security controls.
 - Maximum Number of Connections.
 - Labeling of Devices Boxes.

Statement of Work for “Gary Community School Corporation”

- Shipment Logistics.
- Ability to suspend hotspot service in summer months at zero cost for up to 60 days.

4. Theft-Mitigation Plan

- Implementation of Acceptable Use Policy and Parental Training.
- Geo-location of all device provided and managed through the Google Management Console and included in MSA.
- User-specific lock down of computer functionality configured during staging process and included in the MSA.
- Individual assignment of devices for additional level of accountability.

CIT Out of Scope

- Hardware Purchase, Licensing or Ownership and Support of Chromebooks
- Review Issues related to applications or database not related to Chromebooks
- Physical Hands and Eyes
- Monitoring of the Hardware

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials in line with scope of work and Client accepts such activities and materials without unreasonable objections.
- CIT resource will perform it's best to identify and troubleshoot the issues in a reasonable time frame as agreed mutually and will escalate any un resolved issues to obtain help from Product Vendor and will closely work with Product support team while keeping client informed with progress.

Pricing

CIRA INFOTECH MANAGED 1:1 SUPPORT AND SECURITY SERVICE	NUMBER OF DEVICES	COST
Network and Security Engineering Team to Provide: <ul style="list-style-type: none"> ◆ 24/7 technical support ◆ 24/7 Security Monitoring ◆ Google User Support ◆ Patch Management ◆ Chromebook Mobile Device Management ◆ Hot Spot Mobile Device Management 	4,700	\$11,180/month

*Statement of Work for "Gary Community School Corporation" **

2

<ul style="list-style-type: none"> ◆ Google Console Management ◆ OS Support ◆ App Support ◆ Content Filtering 		
Total Yearly Cost		\$134,160

CIRA INFOTECH INC. MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT

THIS CUSTOMER MASTER SERVICES AGREEMENT (“MSA”) is made and entered into this _____ (the “Effective Date”) by and between Cira Infotech Inc., a Georgia corporation with principal offices located at 5755 N Point Parkway, Suite 81 & 82, Alpharetta GA 30022 (hereinafter, “CIT”) and _____, with principal offices located at _____ (hereinafter, “Customer”). CIT and Customer agree to the following terms and conditions:

I. SERVICES

1.1 General. All services provided by CIT under this MSA (the “Services”) will be described in one or more Service Agreements. “Service Agreements” are order forms or service contracts that incorporate the terms of this MSA, including “Monitoring Service Descriptions”, “Service Level Agreements”, “Statements of Work”, and any other such mutually agreed upon document(s) reflecting an agreement between CIT and Customer. The MSA and each Service Agreement will be interpreted as a single agreement, independent of each other Service Agreement, so that all of the provisions are given as full effect as possible. In no event will the description of Services under any Service Agreement be deemed by implication or otherwise to exclude any Services described in this MSA or another Service Agreement.

1.2 Conflicts. In the event of a conflict between the terms of the MSA and a Service Agreement, the terms of these documents will be interpreted according to the following order of precedence: (1) Service Agreement and (2) the MSA.

II. TERMS OF PURCHASE

2.1. Requests for Service; Quotes and Orders. All orders for Services must specify CIT’s quotation (if any) and reference the Service(s) requested and invoice address. All orders are subject to acceptance by CIT.

2.2 Prices. The prices charged for Services purchased under this MSA will be CIT’s “then-current” charges for such services in each geographic region or as quoted by CIT. CIT reserves the right to revise pricing if prices for Services are based upon written assumptions and those assumptions are determined inaccurate. If Customer and CIT are not able to reach an agreement on the revised pricing, Customer or CIT may terminate the applicable Service Agreement. All prices are exclusive of all applicable country, provincial, state and local sales, use, value-added, excise, privilege,

franchise and similar taxes. If the Service(s) are being performed on a time and material basis, any estimates provided by CIT are for planning purposes only. Any required deposits are non-refundable. Pricing shall be included for each Statement of Work separately in the respective document.

2.3 Additional Fees; Taxes. Customer shall be responsible for all applicable taxes and fees assessed or imposed upon the Services provided or the amounts charged under this MSA, including any sales, use, value-added or comparable taxes, but excluding taxes related to CIT's net assets or net income or for which Customer has provided a valid resale or exemption certificate. Should any payments to CIT become subject to withholding tax, then Customer shall deduct these taxes from the amount owed to CIT and pay the taxes to the appropriate tax authority in accordance with the laws thereof. Customer shall promptly provide CIT with receipts or other applicable evidence of substantiating the payments as required under the laws of the applicable taxing authority. CIT shall not be liable from any withholding tax, penalty, or interest due as a result of Customer's failure to withhold any applicable tax.

2.4 Invoicing and Payment. Customer's payment terms will be net thirty (30) days from the date of invoice, subject to continuing credit approval by CIT. Customer will pay CIT in U.S. dollars, as invoiced by CIT. Additional charges may apply if Customer requests Services that are performed outside contracted hours or are beyond the normal coverage for the particular service.

2.5 Nonpayment. For invoices not paid within thirty (30) days of the invoice date, CIT reserves the right to charge Customer a late penalty charge of one and a half percent (1.5%) per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, CIT, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the Services until such payment is received and may decide not to accept additional orders from Customer and/or seek collection of all amount due, including reasonable legal fees and costs of collection. CIT shall have no liability to Customer for any such suspension or termination of Services, or non-acceptance of orders.

2.6 Purchases from a Third-Party Reseller. This Section (2.7) shall not apply to Customers who purchase Services directly from CIT. If Customer purchases from a party other than CIT (each a "Reseller"), then Customer acknowledges that its payment for the Services is subject to the agreement between Customer and the Reseller (the "End-User Reseller Agreement"). Otherwise, Customer agrees that this MSA, except for the "Terms of Purchase" provisions above, shall apply to such Customer's use of the Services notwithstanding anything to the contrary in the End-User Reseller Agreement. CIT shall not be liable to Customer for any representations, warranties, indemnities or damages beyond those set forth in this MSA. Customer acknowledges that to the extent CIT does not receive payment for the Services from the Reseller, CIT shall have the right to suspend or terminate the Services until such payment is received. CIT shall have no liability to Customer for such suspension or termination of Services and Customer shall look solely and exclusively to the Reseller for any and all damages and liability associated with such suspension or termination of the Services.

III. TERM AND RENEWAL

3.1 Term. This MSA has a One (1) year term, beginning on the effective date of execution of this agreement. (the “Term”).

3.2 Renewal. This MSA will automatically renew at the expiry of one year at the Effective Date for subsequent one more year term (“Subsequent Term(s)”) unless terminated in accordance with Article IV below. Each Service Agreement will continue for the term stated therein, unless otherwise terminated pursuant to this MSA. In addition, CIT may, at its option, propose to renew the Services by sending Customer an invoice or continuing to make the Services available to Customer. Customer may (where permitted by law) agree to such renewal of the Services by paying such invoice by its due date or by continuing to use the Services. If the Customer renews a Service Agreement by continued use of the Services, Customer will be invoiced in a manner substantially similar to their initial term of Services

IV. TERMINATION

4.1 Termination for Material Breach. Either party may terminate this MSA if the other party commits a material breach of this MSA and the breach is not cured within thirty (30) days after the receipt of written notice from the injured party. For purposes of this Section, a “material breach” must have occurred within the period of two (2) years prior to the receipt of written notice from the injured party.

4.2 Effect of Termination of any Service Agreement. Termination of one or more Service Agreements will not terminate this MSA.

4.3 Optional Termination during Term or Subsequent Terms. Either party may terminate this MSA for convenience by providing at least sixty (60) days prior written notice to the other before the expiration of the Term. Termination of this MSA for convenience will not terminate any outstanding Service Agreement that provides for specific term over which the Services are to be provided. In such case, this MSA, as incorporated into the Service Agreement, and the Service Agreement that provides for a specific term will remain in effect for the remainder of such term and is only applicable for that particular outstanding Service Agreements.

4.4 Rights and Obligations after Termination. Upon termination of this MSA, all rights and obligations of the parties under the MSA will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

**V.
THIRD PARTY PRODUCTS AND WARRANTIES**

5.1 “Third Party Products” means any third-party hardware, services or software. Some manufacturers’ warranties or service contract terms and conditions for Third Party Products may become void if CIT or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). CIT DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE CIT SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Customer and CIT, Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. CIT shall have no liability for Third Party Products and Customer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

5.2 Except as otherwise specifically agreed to in a Service Agreement, Customer authorizes CIT (or otherwise obtains the rights for CIT) to copy, install and modify, when necessary and as required by the Service Agreement, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. Customer warrants to CIT that it has obtained any licenses, consents, regulatory certifications or approvals required to give CIT and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creative derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

**VI.
PROPRIETARY RIGHTS**

6.1 Deliverables. Except as otherwise specifically agreed to in a Service Agreement, CIT will retain exclusive ownership in all Deliverables created by CIT hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by CIT under this MSA. Subject to payment in full for the applicable Services, CIT grants Customer a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely in the country(ies) in which Customer does business and solely for Customer’s internal use. “Deliverables” mean the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations that are prepared by CIT or its subcontractors in the course of performing the Services.

6.2 Tools and Software. CIT will retain all intellectual property rights with respect to processes, tools and software related to the Services. Any use by Customer, including the execution, reverse engineering, decompilation, reproduction, modification, distribution, transmission, republication, display, transfer or performance, except as specifically permitted by CIT during the term of Services is prohibited.

6.3 Use of Software. Customer use of Software in connection with the Services is pursuant to the terms accompanying the Software. “Software” includes software locally installed on Customer’s

systems and software remotely accessed by Customer through the Internet or other means (including, but not limited to websites, Internet portals and “cloud-based” software services).

VII. CUSTOMER RESPONSIBILITIES

7.1 It is the Customer’s responsibility to backup data on Customer’s system(s). Customer acknowledges that CIT’s performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information for Services to be performed at Customer’s location(s), and (B) Customer’s timely decision-making, notification of relevant issues or information and granting of approvals or permissions. Customer will promptly obtain and provide to CIT any required licenses, approvals or consents necessary for CIT’s performance of the Services.

VIII. CONFIDENTIALITY

8.1 In the performance of the Services, Customer and CIT may have access to or be exposed to information of the other party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, customer lists, “know-how”, or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, “Confidential Information”). Confidential Information may not be shared with third parties unless such disclosure is to personnel of CIT or Customer, including employees, agents and subcontractors, on a “need-to-know” basis in connection with its performance of this MSA, so long as such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality, and shall only make such information available to its employees on a “need-to-know” basis. The foregoing shall not include information, which, (A) was known by one party prior to its receipt from the other or is or becomes public knowledge without the fault of the recipient, (B) is received by the recipient from a source other than a party to this MSA, or (C) a party is required to disclose in response to an order by a court or governmental agency, provided that advance notice of the disclosure is provided to the other party. The obligations with respect to Confidential Information shall continue for three (3) years from the date of disclosure or the termination of this MSA, whichever is later. Additionally, CIT will return all confidential FERPA information to GCS upon the termination of the MSA and destroy all copies in their possession.

IX. SUPPORT SERVICES

9.1 When Services consist of repair of CIT systems, such Services shall be those repair services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the system or in any system component covered by this MSA. Preventative maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than CIT (or its representative) are not included. Unless

otherwise expressly provided in a Service Agreement, Services do not include repair of any system or system component which has been damaged as a result of: (A) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than CIT (or its representative), (B) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (C) the moving of the system from one geographic location or entity to another.

X.

LIMITED WARRANTY AND LIMITATION OF LIABILITY; HIGH-RISK DISCLAIMER

10.1 Limited Warranty. CIT WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, CIT (INCLUDING ITS SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "CIT PARTIES") MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE CIT PARTIES MAY MAKE.

10.2 Limitation of Liability. NEITHER THE CIT PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY CIT.

EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR SERVICES PROVIDED HEREUNDER WOULD BE SIGNIFICANTLY HIGHER.

10.3 High-Risk Application Disclaimer. The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Services could lead to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). CIT expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

XI. INDEMNIFICATION

11.1 CIT shall defend, indemnify and hold harmless Customer from any third-party claim or action that the Services or any Deliverables (excluding Third Party Products) prepared or produced by CIT and delivered pursuant to this MSA infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services or Deliverables are sold to Customer by CIT (the "Indemnified Claims"). In addition, if CIT receives notice of a claim that, in CIT's reasonable opinion, is likely to result in an adverse ruling, then CIT shall at its option, (A) obtain a right for Customer to continue using such Service or Deliverable; (B) modify such Service or Deliverable to make it non-infringing; (C) replace such Service or Deliverable with a non-infringing equivalent; (D) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated refund for the allegedly infringing Deliverable. Notwithstanding the foregoing, CIT shall have no obligation under this Section for any claim resulting or arising from (A) Customer's modifications of the Services or Deliverables that were not performed by or on behalf of CIT; (B) the combination, operation or use of the Service or Deliverable in connection with a Third Party Product or service (the combination of which causes the infringement); or (C) CIT's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or process provided by or requested by Customer.

11.2 Customer shall defend, indemnify and hold harmless CIT from any third-party claim or action arising out of (A) the failure of Customer to obtain appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Customer-provided technology, software or other components related to the Service, as well as software directed or requested by Customer to be installed or integrated as part of Services, or (B) any inaccurate representations regarding the existence of an export license or any allegation made against CIT due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

11.3 Each party agrees to defend, indemnify and hold harmless the other party from any third-party claim or action for personal bodily injuries, including death, resulting from the indemnifying party's gross negligence or willful misconduct resulting from the Services (excluding Third Party Products) provided hereunder. This Article XI, and all Section therein, states each party's exclusive remedies for any third-party claim or action, and nothing in this MSA or elsewhere will obligate either party to provide any greater indemnity to the other.

**XII.
MISCELLANEOUS PROVISIONS**

12.1 Independent Contractor Relationship; MSA Assignment; Subcontracting. The parties are independent contractors. Neither party has any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this MSA. CIT has the right to assign, subcontract or delegate in whole or in part this MSA, or any rights, duties, obligations or liabilities under this MSA, by operation of law or otherwise, provided that CIT shall remain responsible for the performance of Services under this MSA. Otherwise, neither party may assign this MSA without the permission of the other.

12.2 Entire Agreement; Severability; Section Headings. This MSA, along with related Service Agreements, is the entire agreement between CIT and Customer with respect to its subject matter and supersedes all prior oral or written understandings, communications or agreements. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this MSA is void or unenforceable, the remainder of this MSA will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this MSA.

12.3 Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this MSA during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure last longer than sixty (60) days, the other party may terminate the applicable Service Agreement by giving written notice to the delayed party.

12.4 Notices. Notice to CIT under this MSA must be in writing and sent by postage prepaid first-class mail or receipted courier service to the address below or such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt.

Cira Infotech Inc.
Attn: HR Dept
5755 N Point Parkway, STE 82
Alpharetta, GA
hr@cirainfotech.com

12.5 Governing Law and Forum.

(A) Governing Law. THE PARTIES AGREE THAT THE MSA, ANY SALES THEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND CIT ARISING FROM OR RELATING TO THE MSA, ITS

INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS MSA OR ANY RELATED PURCHASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO CONFLICTS OF LAW.

(B) Forum. The parties agree that any and all claims, causes of action, or disputes (regardless of theory) arising out of or relating to the MSA shall be brought exclusively in the courts located in Lake County, Indiana. Customer and CIT agree to submit to the personal jurisdiction of the courts located within Lake County, Indiana, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

12.6 Dispute Resolution. Customer and CIT will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this MSA or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable statute of limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this Section. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

12.7 Limitation Period. Neither party may institute any action in any form arising out of this MSA more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

12.8 Counterparts. This MSA may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

12.9 Authority. The individuals signing this Agreement represent that they have full and complete authority to enter into this MSA and bind their principals to its terms.

[THIS SPACE INTENTIONALLY LEFT BLANK.]



IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this MSA as of the Effective Date first above written.

CIT:

CIRA INFOTECH, INC.

By: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Title: _____

Date: _____

4.0 BOND REFUNDING



SOURCES AND USES OF FUNDS

Gary Community School Building Corporation
Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2020

Dated Date 10/20/2020
Delivery Date 10/20/2020

Sources:

Bond Proceeds:	
Par Amount	7,255,000.00
Premium	699,152.40
	<u>7,954,152.40</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	7,816,568.22
Delivery Date Expenses:	
Cost of Issuance	90,000.00
Underwriter's Discount	<u>47,157.50</u>
	137,157.50
Other Uses of Funds:	
Additional Proceeds	426.68
	<u>7,954,152.40</u>





BOND SUMMARY STATISTICS

Gary Community School Building Corporation
Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2020

Dated Date	10/20/2020
Delivery Date	10/20/2020
Last Maturity	02/01/2029
Arbitrage Yield	2.365237%
True Interest Cost (TIC)	2.503752%
Net Interest Cost (NIC)	2.669457%
All-In TIC	2.771421%
Average Coupon	4.565042%
Average Life (years)	4.741
Weighted Average Maturity (years)	4.868
Duration of Issue (years)	4.341
Par Amount	7,255,000.00
Bond Proceeds	7,954,152.40
Total Interest	1,570,165.97
Net Interest	918,171.07
Total Debt Service	8,825,165.97
Maximum Annual Debt Service	1,172,375.00
Average Annual Debt Service	1,065,769.79
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	108.986835

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds	7,255,000.00	109.637	4.565%	4.741	3,410.05
	7,255,000.00			4.741	3,410.05

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,255,000.00	7,255,000.00	7,255,000.00
+ Accrued Interest			
+ Premium (Discount)	699,152.40	699,152.40	699,152.40
- Underwriter's Discount	-47,157.50	-47,157.50	
- Cost of Issuance Expense		-90,000.00	
- Other Amounts			
Target Value	7,906,994.90	7,816,994.90	7,954,152.40
Target Date	10/20/2020	10/20/2020	10/20/2020
Yield	2.503752%	2.771421%	2.365237%



SUMMARY OF REFUNDING RESULTS

Gary Community School Building Corporation
Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2020

Dated Date	10/20/2020
Delivery Date	10/20/2020
Arbitrage yield	2.365237%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	7,255,000.00
True Interest Cost	2.503752%
Net Interest Cost	2.669457%
Average Coupon	4.565042%
Average Life	4.741
Par amount of refunded bonds	7,695,000.00
Average coupon of refunded bonds	7.410368%
Average life of refunded bonds	4.789
PV of prior debt to 10/20/2020 @ 2.365237%	8,419,389.07
Net PV Savings	465,663.35
Percentage savings of refunded bonds	6.051506%
Percentage savings of refunding bonds	6.418516%



SAVINGS

Gary Community School Building Corporation
 Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2020

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 10/20/2020 @ 2.3652366%
02/01/2021	465,073.03	448,865.97	16,207.06	16,207.06	16,100.50
08/01/2021	484,681.25	456,175.00	28,506.25		27,987.83
02/01/2022	488,847.52	455,075.00	33,772.52	62,278.77	32,770.77
08/01/2022	457,837.02	478,875.00	-21,037.98		-20,175.36
02/01/2023	561,806.99	477,075.00	84,731.99	63,694.01	80,307.99
08/01/2023	493,671.24	495,175.00	-1,503.76		-1,408.59
02/01/2024	561,684.07	497,775.00	63,909.07	62,405.31	59,164.61
08/01/2024	517,148.72	520,175.00	-3,026.28		-2,768.87
02/01/2025	578,371.86	511,975.00	66,396.86	63,370.58	60,039.25
08/01/2025	648,078.02	538,775.00	109,303.02		97,681.87
02/01/2026	481,050.47	529,875.00	-48,824.53	60,478.49	-43,123.50
08/01/2026	502,381.97	555,975.00	-53,593.03		-46,781.95
02/01/2027	663,063.34	546,375.00	116,688.34	63,095.31	100,668.02
08/01/2027	620,060.59	579,375.00	40,685.59		34,689.56
02/01/2028	582,707.97	561,250.00	21,457.97	62,143.56	18,081.77
08/01/2028	485,897.14	593,250.00	-107,352.86		-89,404.61
02/01/2029	750,928.37	579,125.00	171,803.37	64,450.51	141,407.38
	9,343,289.57	8,825,165.97	518,123.60	518,123.60	465,236.67

Savings Summary

PV of savings from cash flow	465,236.67
Plus: Refunding funds on hand	426.68
Net PV Savings	465,663.35





BOND DEBT SERVICE

Gary Community School Building Corporation
 Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2021	360,000	4.000%	88,865.97	448,865.97	448,865.97
08/01/2021	305,000	4.000%	151,175.00	456,175.00	
02/01/2022	310,000	4.000%	145,075.00	455,075.00	911,250.00
08/01/2022	340,000	4.000%	138,875.00	478,875.00	
02/01/2023	345,000	4.000%	132,075.00	477,075.00	955,950.00
08/01/2023	370,000	4.000%	125,175.00	495,175.00	
02/01/2024	380,000	4.000%	117,775.00	497,775.00	992,950.00
08/01/2024	410,000	4.000%	110,175.00	520,175.00	
02/01/2025	410,000	4.000%	101,975.00	511,975.00	1,032,150.00
08/01/2025	445,000	4.000%	93,775.00	538,775.00	
02/01/2026	445,000	4.000%	84,875.00	529,875.00	1,068,650.00
08/01/2026	480,000	4.000%	75,975.00	555,975.00	
02/01/2027	480,000	5.000%	66,375.00	546,375.00	1,102,350.00
08/01/2027	525,000	5.000%	54,375.00	579,375.00	
02/01/2028	520,000	5.000%	41,250.00	561,250.00	1,140,625.00
08/01/2028	565,000	5.000%	28,250.00	593,250.00	
02/01/2029	565,000	5.000%	14,125.00	579,125.00	1,172,375.00
	7,255,000		1,570,165.97	8,825,165.97	8,825,165.97





BOND PRICING

Gary Community School Building Corporation
Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2020

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	02/01/2021	360,000	4.000%	2.020%	100.547
	08/01/2021	305,000	4.000%	2.020%	101.523
	02/01/2022	310,000	4.000%	2.080%	102.411
	08/01/2022	340,000	4.000%	2.080%	103.336
	02/01/2023	345,000	4.000%	2.120%	104.161
	08/01/2023	370,000	4.000%	2.120%	105.047
	02/01/2024	380,000	4.000%	2.180%	105.729
	08/01/2024	410,000	4.000%	2.180%	106.567
	02/01/2025	410,000	4.000%	2.240%	107.143
	08/01/2025	445,000	4.000%	2.250%	107.887
	02/01/2026	445,000	4.000%	2.310%	108.353
	08/01/2026	480,000	4.000%	2.320%	109.036
	02/01/2027	480,000	5.000%	2.390%	115.133
	08/01/2027	525,000	5.000%	2.400%	116.176
	02/01/2028	520,000	5.000%	2.460%	116.833
	08/01/2028	565,000	5.000%	2.490%	117.650
	02/01/2029	565,000	5.000%	2.560%	118.098
		7,255,000			

Dated Date	10/20/2020	
Delivery Date	10/20/2020	
First Coupon	02/01/2021	
Par Amount	7,255,000.00	
Premium	699,152.40	
Production	7,954,152.40	109.636835%
Underwriter's Discount	-47,157.50	-0.650000%
Purchase Price	7,906,994.90	108.986835%
Accrued Interest		
Net Proceeds	7,906,994.90	



PRIOR BOND DEBT SERVICE

Gary Community School Building Corporation
 Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Other Cash Flow	Total	Annual Total
02/01/2021	305,000	6.118%	276,990.88	581,990.88	581,990.88	-116,917.85	465,073.03	465,073.03
08/01/2021	330,000	6.118%	267,660.93	597,660.93		-112,979.68	484,681.25	
02/01/2022	340,000	6.118%	257,566.23	597,566.23	1,195,227.16	-108,718.71	488,847.52	973,528.77
08/01/2022	315,000	6.625%	247,165.63	562,165.63		-104,328.61	457,837.02	
02/01/2023	425,000	6.625%	236,731.25	661,731.25	1,223,896.88	-99,924.26	561,806.99	1,019,644.01
08/01/2023	365,000	6.625%	222,653.13	587,653.13		-93,981.89	493,671.24	
02/01/2024	440,000	7.500%	210,562.50	650,562.50	1,238,215.63	-88,878.43	561,684.07	1,055,355.31
08/01/2024	405,000	7.500%	194,062.50	599,062.50		-81,913.78	517,148.72	
02/01/2025	475,000	7.500%	178,875.00	653,875.00	1,252,937.50	-75,503.14	578,371.86	1,095,520.58
08/01/2025	555,000	7.500%	161,062.50	716,062.50		-67,984.48	648,078.02	
02/01/2026	400,000	7.500%	140,250.00	540,250.00	1,256,312.50	-59,199.53	481,050.47	1,129,128.49
08/01/2026	430,000	7.500%	125,250.00	555,250.00		-52,868.03	502,381.97	
02/01/2027	600,000	7.500%	109,125.00	709,125.00	1,264,375.00	-46,061.66	663,063.34	1,165,445.31
08/01/2027	570,000	7.500%	86,625.00	656,625.00		-36,564.41	620,060.59	
02/01/2028	545,000	7.500%	65,250.00	610,250.00	1,266,875.00	-27,542.03	582,707.97	1,202,768.56
08/01/2028	460,000	7.500%	44,812.50	504,812.50		-18,915.36	485,897.14	
02/01/2029	735,000	7.500%	27,562.50	762,562.50	1,267,375.00	-11,634.13	750,928.37	1,236,825.51
	7,695,000		2,852,205.55	10,547,205.55	10,547,205.55	-1,203,915.98	9,343,289.57	9,343,289.57





ESCROW COST

Gary Community School Building Corporation
Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2020

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
10/20/2020		7,816,568.22	7,816,568.22
	0	7,816,568.22	7,816,568.22



5.0 TAX ANTICIPATION WARRANTS

2020 FINANCING APPLICATION



2020 Financing Application (Midyear) Indiana Bond Bank

(To be completed by all participants who did not participate in Advance Funding.)

Please make every effort to fill out this Application accurately and completely. Please complete all parts to all questions. If none, state NONE; if not applicable, state N/A.

NAME OF APPLICANT: Gary Community School Corporation
 FEDERAL TAX IDENTIFICATION NUMBER: _____
 COUNTY OR COUNTIES IN WHICH LOCATED: Lake
 ADDRESS: 900 E Gerry Street Gary IN 46406

CONTACT PERSON:
 Name: Eric Parish
 Title: Director Emergency Manager Team
 Phone Number: 720-255-6611 FAX Number: n/a
 E-mail Address: eparish@mgtconsulting.com Office Hours: 7:00 - 6:00 MDT
 Alternate Contact: Paige McNulty Alternate Email Address: pmcnulty@garycso.12.in.us

Qualified Entity:

- City
 School
 Town
 Library
 County
 Other (List) _____

Name of Local Counsel: Michelle Cooper Phone Number: 317-750-3814

Local Counsel Email: MCooper@lewis-kappes.com

Legislative Body: (e.g., Common Council, Town Council, School Board)
Distressed Unit Appeals Board

Dates of April, May and June 2020 legislative body meetings: May 7 June 11

Funds will be provided on.

- May 7, 2020



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 Midyear@inbondbank.com





**2020 Financing Application (Midyear)
Indiana Bond Bank**

- May 28, 2020
- June 25, 2020
- July 31, 2020
- Other If yes, what date? _____

Please indicate property tax based funds for which you issued tax anticipation warrants in 2019 and funds for which you expect to issue tax anticipation warrants in the 2020 warrant program.

Fund	2019	2020	Fund	2019	2020
Debt Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Operations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

Do you expect to issue tax anticipation warrants against a property tax fund approved in a voter referendum? Yes No

If yes, please indicate the name of the fund: _____

DEBT PROFILE

- Complete the following record for Tax Anticipation Warrants issued in prior years. If none, write "NONE" as applicable.

	Amount Issued in Calendar Year	Amount Outstanding At End of Calendar Year	Amount Outstanding As of This Application Date	Mature On	Borrowing Source
2019	\$ None	\$ _____	\$ _____	_____	_____
2018	None	_____	_____	_____	_____
		TOTAL OUTSTANDING	\$ 0	=	





**2020 Financing Application (Midyear)
Indiana Bond Bank**

2. Please list annual (year ending December 31) debt service payments on all long-term debt (Warrants not included).

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>Maturity Date</u>	<u>Final</u>
G.O. Bonds	\$ 1,489,325	\$ 1,507,350	\$ 1,509,900	\$ 1,515,900	2023/2024/2028	
Revenue Bonds						
Building Corp. Leases	3,726,500	4,046,000	4,082,000	4,120,000	2028/2028/2032	
Short Term Leases						
Other*	6,976,679	6,837,819	6,888,958	4,360,088	2023-2030	

* Explain type of debt (i.e., bank loans, common school loans, inter-fund loans, etc.)
Common School Loans

3. Please list the total amount of long-term general obligation debt outstanding (principal amount only) as of **December 31, 2019** : 78,217,871 (GO Bonds, Mortgage Bonds, Common School Loans)

(a) Does the Applicant anticipate the issuance of additional long-term G.O. or lease rental debt during the next several years? Yes No

If Yes, please provide:

<u>Year</u>	<u>Anticipated Amount</u>	<u>Purpose</u>
_____	\$ _____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Does the Applicant expect to issue more than \$5,000,000 in tax exempt obligations in 2020? Yes No

(c) If the Applicant is a school and answered the prior question (e) yes, then please describe the **nature** and **amount** of each financing, other than the Warrants to be sold to the Indiana Bond Bank: Possible refunding of Ad Valorem Property Tax First Mortgage Bonds 2020 Series at approximately \$8,000,000. Refunding

would generate an estimated \$500,000 in savings for GCSC. (If necessary, attach sheets.)

(d) Aside from the Warrants to be sold to the Indiana Bond Bank, does the Applicant intend to issue any other tax-exempt obligations, including bonds, between January 2, 2020 and December 31, 2020? If yes, please describe. No





**2020 Financing Application (Midyear)
Indiana Bond Bank**

4. Has the Applicant defaulted in the payment of any debt obligation? Yes No
If yes, attach explanation.

OPERATING PROFILE

5. Total budgeted sources of revenue for all participating and non-participating tax supported Funds of the Applicant.

	<u>2019</u>	<u>2020</u>
1) Local - Property Taxes Only *	\$ 14,764,473	\$ 13,666,683
2) Local - Other Than Property Taxes	5,568,439	5,500,000
3) State Aid	37,950,722	40,199,315
4) Federal	10,544,552	12,000,000
Total	\$ 69,004,441	\$ 71,365,998

* Property tax and local PTRC (if applicable) receipts only.

6. Please list December 31, 2020 estimated balances of non-participating Funds.

<u>Fund Name</u>	<u>Estimated Balance as of December 31, 2020</u>
Education	\$ 1,447,570

7. Property tax collection information expressed in total dollars for all participating and non-participating Funds of the Applicant (not rate dollars).

Budgeted Gross Levy for 2020 (all Funds) \$ 38,845,705

8. 2020 Property Taxes Received to Date \$ 0

ECONOMIC PROFILE

9. Please note or discuss any economic events experienced that would be material to an analysis of the Applicant's credit. (Outstanding judgments, the opening or closing of an important factory, announced workforce additions or reductions, tax abatements, enterprise zones, federal and

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**2020 Financing Application (Midyear)
Indiana Bond Bank**

state compliance orders, recent or expected land development, available undeveloped land, trends in growth patterns, etc.)

House Enrolled Act 1065 of 2020 creates a School Improvement Fund for GCSC that will total approximately \$25M of 4.5 years used for construction of occupied and demolition of vacant buildings. The Fund frees up cash flow and benefits the Operating Fund.

10. Largest Property Taxpayers in Applicant's district. **Please do not list duplicate taxpayers.**

	<u>Taxpayer</u>	<u>Type of Business</u>	<u>Estimated 2019-2020 Net Assessed Valuation</u>
1.	US Steel	Steel Manufacturing	\$ 502,913,510
2.	NIPSCO	Utility	67,871,030
3.	IN American Water	Utility	58,719,100
4.	WI Central Limited	Railroad	39,557,480
5.	Buffington Harbor Riverboats	Entertainment	36,862,300
6.	Majestic Casino	Entertainment	20,979,370
7.	Praxair Inc	Industrial Gas	20,940,940
8.	2548006 US LLP	Entertainment	19,048,800
9.	Carmeuse Lime	Lime Production	16,927,250
10.	Gary Railway	Railroad	15,177,020

Note: This is very important data. If needed, enlist assistance from County Auditor or Assessor in order to provide latest and most accurate information.

11. Largest Employers - Counties complete in full; all others supply at least top 5.

	<u>Employer</u>	<u>Business or Product</u>	<u>Estimated Number of Employees</u>
1.	US Steel	Steel Fabricator	1,100
2.	Majestic Star Casino	Gaming	800
3.	Indiana University NW	University	590
4.	Smith Medical	Medical Equipment	350
5.	Ivy Tech	College	200

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**2020 Financing Application (Midyear)
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6. _____

7. _____

8. _____

9. _____

10. _____

Identify with an asterisk those employers located outside of the Applicant's corporate or district limits.

12. School District Enrollment
(to be completed by School Districts only)

<u>2019</u>	Estimated <u>2020</u>	Estimated <u>2021</u>	Estimated <u>2022</u>
4408	4628	4860	5103

Note: Population information can be found online at <http://www.stats.indiana.edu>.

13. Is the Applicant in compliance with Continuing Disclosure requirements on all outstanding Bonds and Leases? (You may want to consult your municipal advisor regarding this question.)

YES NO

If no, please explain: _____

14. In the previous five (5) years, have there been any instances in which the Applicant failed to comply, in all material respects, with any previous continuing disclosure undertaking agreements entered into pursuant to U.S. Securities and Exchange Commission (the "SEC") Rule 15c2-12(b)(5)(i)? (You may want to consult your municipal advisor regarding this question.)

YES NO

If yes, please explain: _____

15. Are you current on all financial obligations including, but not limited to, debt service payments, payments to the IRS, payments to the Indiana Department of Revenue, vendors, self-insurance funds and Debt Service Reserve payments?

YES NO

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**2020 Financing Application (Midyear)
Indiana Bond Bank**

If no, please explain: _____

- 16. You will receive a separate email regarding wiring of funds. You will need to provide your wire information in a secure email or by fax at 317-233-0894.
- 17. Would you prefer to receive legal documents by: E-mail Express mail
Please note that legal documents are provided by Bose McKinney & Evans LLP. Documents are provided after the review of your credit application and cash flows.
- 18. Financial Information to be Supplied in Addition to the Application
 - A. Please provide Cash Flow Worksheets (attached) for 2018, 2019 and 2020 for each Fund for which you expect to issue Warrants. Actual figures should be used for 2018; 2019 should include actual figures through and including August 31, 2019, and estimates for the remainder of the year. Cash flows for 2020 should be estimated based on budgets and historical data. **Please refer to the Participant Schedule as included in the MidYear Packet for specific cash flow submission deadlines based on the dates your funds are needed.** Cash flows should be submitted by email to bondbank@inbondbank.com. Please contact the Bond Bank for an electronic copy of the cash flow worksheets.
 - B. Please provide the most recent copies of audit reports from the State Board of Accounts and, if applicable, the summary sections of CTARs, Form 9s, CAFRs, or other annual reports, unless currently on file with the Indiana Bond Bank.

Name of person submitting this form: Eric Parish
 Title: Director Emergency Manager Team
 Mailing Address: 8200 S Quebec Suite A3 #184
Centennial CO 80112
 Telephone Number: 720-255-6611
 E-mail Address: eparish@mgtconsulting.com

I hereby certify that, to the best of my knowledge, all information on this Application is true and complete.

Signature Eric V Parish

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Indiana Bond Bank
 Fax: 317-233-0894
Midyear@inbondbank.com





2020 Financing Application (Midyear)
Indiana Bond Bank

Date April 30, 2020

Assistance in the completion of this form was provided by:

Name: Steve Dalton

Title: Partner

Firm Name: Cender & Company

Mailing Address: 233 E 84th Drive Suite 103
Merrillville IN 46410

Telephone Number: 219-465-8352

E-mail Address: SDalton@cendercompany.com

Did a municipal advisor provide assistance in completing this application or will provide assistance with your cash flows?

Yes No

If yes, please provide the Independent Registered Municipal Advisor (IRMA) registration number:

Cender & Company K0401

MA
Signature Steve Dalton
Date April 30 2020

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Midyear@inbondbank.com



CASH FLOW FORECAST APRIL 2020 – DECEMBER 2020

	April	May	June	July	August	September	October	November	December
Beginning Balance	4,249,254	4,007,448	5,180,642	4,320,336	3,892,254	4,500,448	3,258,642	2,016,836	3,250,030
Less Outstanding Checks	(500,000)								
Plus Loan Proceeds 1-14	3,749,254	4,007,448	5,180,642	4,320,336	3,892,254	4,500,448	3,258,642	2,016,836	3,250,030
Net Cash Available	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)
Less 1st Monthly Payroll									
Recurring Accounts Payable Payments Prior to the 15th :									
Less Jive Communications	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Less Indiana Water	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)
Less IN Workforce Dev	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Less NIPSCO	(200,000)	(120,000)	(100,000)	(100,000)	(100,000)	(150,000)	(150,000)	(175,000)	(200,000)
Less Standard Insurance	(39,600)	(39,600)	(39,600)	(39,600)	(39,600)	(39,600)	(39,600)	(39,600)	(39,600)
Less Underwriters (WC)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)
Less T Mobile USA	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)
Net Recurring A/P Prior to 15th	(327,100)	(247,100)	(227,100)	(227,100)	(227,100)	(277,100)	(277,100)	(302,100)	(327,100)
Plus Revenue									
Plus State Tuition	3,300,000	3,300,000	3,300,000	3,300,000	3,300,000	3,300,000	3,300,000	3,300,000	3,300,000
Less Common School Loan	(582,000)	(582,000)	(582,000)	(582,000)	(582,000)	(582,000)	(582,000)	(582,000)	(582,000)
Less Roosevelt	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
Less TRF PERF	(230,000)	(230,000)	(230,000)	(230,000)	(230,000)	(230,000)	(230,000)	(230,000)	(230,000)
Net Monthly Tuition Revenue	2,188,000								
Plus Federal Programs Labor Revenue	1,100,000	1,400,000	200,000						
Plus Federal Programs Other Revenue	100,000								
Net Cash Available	5,660,154	6,398,348	6,391,542	5,831,236	5,403,154	5,961,348	4,719,542	3,452,736	4,960,930
Recurring Accounts Payable Payments After the 15th :									
Less Alpha Building Maintenance	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)
Less Central States	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
Less Republic Services of Indiana	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
Less IKORCC - H&W for Carpenters	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)
Less NWI Painters - H&W	(1,098)	(1,098)	(1,098)	(1,098)	(1,098)	(1,098)	(1,098)	(1,098)	(1,098)
Less Pipeliners Local H&W	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
Less Lake Station Water & Sewer	(144)	(144)	(144)	(144)	(144)	(144)	(144)	(144)	(144)
Less New Chicago Water Works (Deep River Water)	(146)	(146)	(146)	(146)	(146)	(146)	(146)	(146)	(146)
Less Lake Co Ind NECA-BEW (Electricians H&W)	(2,118)	(2,118)	(2,118)	(2,118)	(2,118)	(2,118)	(2,118)	(2,118)	(2,118)
Less Indiana State Council of Roofers (H&W)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)
Less NWI Trust (Utilities)	(375,000)	(375,000)	(375,000)	(375,000)	(375,000)	(375,000)	(375,000)	(375,000)	(375,000)
Less ATT/FNA	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Less Bus Contract	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
Less Property Insurance	(58,000)	(58,000)	(58,000)	(58,000)	(58,000)	(58,000)	(58,000)	(58,000)	(58,000)
Less Gary Sanitation	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)
Less External Legal Counsel	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Less Gatekeeper Accounting	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
Less Payroll Taxes	(175,000)	(175,000)	(175,000)	(262,000)	(175,000)	(175,000)	(175,000)	(175,000)	(175,000)

Gary Community Schools Corporation
 Estimated Cash Flow Statement
 April 2020 - December 2020



	April	May	June	July	August	September	October	November	December
Recurring A/P After the 15th	(1,049,706)	(1,049,706)	(1,049,706)	(1,136,706)	(1,299,706)	(1,349,706)	(1,349,706)	(1,349,706)	(1,349,706)
2nd Monthly Payroll	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)	(1,050,000)
Backlog A/P									
Nonrecurring Notable A/P									
Monthly Operations	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)
Insurance (Pro, Vehicle, etc.)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
Education Fund Instructional Materials	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Title Fund Instructional Materials	(175,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Operations Fund Building Maintenance	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
Debt Service			(1,863,300)	(349,275)					
Audit Payback	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
HR & Accounting Software & Support	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Vehicles/Transportation	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Technology/Access Points	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Contract Security	(75,000)	(65,000)	(55,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
Less									
Less									
Less									
Less									
Less									
Less									
Less									
Less									
Net	(653,000)	(663,000)	(2,521,500)	(952,275)	(603,000)	(603,000)	(603,000)	(603,000)	(3,403,000)
Plus	1,100,000	300,000	300,000	500,000	300,000	300,000	300,000	300,000	300,000
Plus									
Plus		1,250,000	2,250,000	1,750,000	1,750,000			2,500,000	4,500,000
Less				(1,050,000)					
Ending Balance	4,007,448	5,180,642	4,320,336	3,892,254	4,590,448	3,258,642	2,016,836	3,250,080	3,458,224
US Steel Funds in Bank Account as Reserve	3,950,000	3,950,000	3,950,000	3,950,000	3,950,000	3,950,000	3,950,000	3,950,000	3,950,000
Balance without Reserve	57,448	1,230,642	370,336	157,254	550,448	(691,358)	(1,493,164)	(699,970)	(491,776)

Assumptions:
 Estimated amounts per category may be estimated slightly higher than actual to be conservative
 payroll stays flat throughout 2020
 Federal reimbursements are straight-lined
 NIPSCO and Ilioin's Central cost reductions in spring and summer of 2020
 Intercept for Roosevelt ends in June 2020
 Starting July 1, 2020 Funds will cover major building maintenance and repairs
 Property Tax Revenue is based on worksheet from Corder - Estimated Distributions for 2020.xlsx
 Partial Property Tax Revenue is collected early in May and November
 Property Tax Revenue Collection is delayed in May and June - 50% by June 30 and 50% by August 31
 January debt service is included in December

